

**EMPLOYEES
SERVICE RULES
OF
J&K
TOURISM
DEVELOPMENT
CORPORATION
LIMITED**





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JAMMU AND KASHMIR TOURISM DEVELOPMENT CORPORATION LTD EMPLOYMENT SERVICE RULES.

1. **Title**

These Rules may be called Jammu and Kashmir Tourism Development Corporation Ltd. Employees Service rules.

2. **Commencement**

These rules shall come into force with effect from such date as may be prescribed by the Board of Directors.

3-A **Scope**

These rules shall apply to all employees of the Corporation whether permanent or temporary but shall not apply to:-

3.1 **Employees of the Central Government or a State Government or a Government Industrial Undertaking or a local or other Authority on deputation to the Corporation including certain categories of employees of the Tourism Department and erstwhile Hotel Organization who have been treated as on deputation to the Corporation in terms of Government Order NO:2033-GD of 1973 dt: 21-07-1973 contained in annexure to these rules.**

3.2 **Employees on contract unless provided in the terms and conditions of their contract;**

3.3 **Casual labour ; and**

3.4 **Work-charged Employees.**

3-B i) **Provided further that nothing in these rules shall apply to the Managing Director, unless the application to him of all or any of these Rules has been approved by the Jammu and Kashmir Government.**

ii) **The Corporation may, with the previous sanction of the State Government enter in a special contract with an employee, with terms and conditions which may vary from the provisions of these rules.**

iii) **The Officers/employees of the State or Central Government on or other officers and deputation to the Corporation while holding a post under the Corporation shall be governed by the terms of their deputation as mutually agreed upon between the Corporation**

and the lending authority.

4 -- Payment of Claims:

Officers claim to:-

- i) Pay and allowances is regulated by the rules in force at the time in respect of which the pay and allowances are covered.
- ii) Leave by the rules in force at the time the leave is availed-off
- iii) Traveling allowance by the rules in force at the time, the Journey in respect of which the claims is made, is completed.
- iv) Gratuity by the Rules in force at the time the Gratuity is claimed.
- v) Medical Attendance by the rules in force at the time the medical attendance is claimed.

5- Right of changing or interpreting rules:

The Corporation shall have the right to modify, interpret amend or cancel any or all these rules. It has also the right granting concessions outside the rules in cases where the rules apply harshly or unfairly or the concession is intended as a special reward in recognition of merit.

5-A: Repeal and Savings:

All rules and orders and instructions which may have been issued by the Corporation from time to time in the past before coming into force of these rules, and not expressly provided herein shall in so far as they are not inconsistent with these rules continue to be in force unless repealed or modified.

5-B: Residuary Matters:

In respect of matters not expressly provided herein, the provisions of Service Rules applicable generally to the Jammu & Kashmir Government employees shall always be deemed to be applicable to the employees of the Corporation unless any such rules of-fer a benefit on the employees of the Corporation involving substantial implications either financial or administrative. In such cases the prior approval of the Board shall be obtained.

CHAPTER II

- 6- **Definition:** In these rules unless there is anything repugnant in the subject or context:-
- 6.1 **'Appointing Authority'** in relation to an employee means the authority empowered to make appointments to the post or category or grade of posts which the employee for the time being holds.
- 6.2 **'Apprentice'** means a person deputed for training with a view of his eventual employment to the Corporation service subject to availability of a post.
- 6.2(a) **'Absentee'** means an officer absent from an appointment on which he has a lien, either on leave or on deputation to another appointment, whether permanent or temporary or on special duty unconnected with his own appointment or on joining time during transfer to another appointment or under suspension.
- 6.3. **'Board'** means the Board of Directors of Jammu and Kashmir Tourism Development Corporation Limited.
- 6.4. **'Chairman'** means the Chairman of the Board of Directors of Jammu and Kashmir Tourism Development Corporation Limited.
- 6.5. **'Corporation'** means the Jammu and Kashmir Tourism Development Corporation Limited.
- 6.6. **'Day'** means a Calendar day beginning and ending at midnight.
- 6.7. **'Employee'** means any person who holds a post under the Corporation but does not include those employees who do not come under the scope of these rules.
- Note:- The words 'Officer' 'Official' 'employee' wherever used in these Rules shall convey the same meaning as 'Employee'
- 6.8. **'Lien'** means the title of an employee to hold substantively, either immediately or on the termination of a period or periods of absence, a permanent post to which he has been appointed substantively.
- 6.9. **'Managing Director'** means the person who is appointed to serve as 'Managing Director' of the Corporation and includes any director or Officer who is authorized by the Government or the Board to exercise

- the power actions of the Managing Director during the temporary of the Managing Director.
- 6.10. **'Officiate'** An employee officiates in a post when he performs the duties of a post on which another person holds.
- 6.11. **'Permanent Employee'** is an employee who has been learned to have been confirmed against a permanent post .
- 6.12. **'Permanent Post'** means a post carrying a definite pay sanctioned without limit of time under the sanction of the competent authority.
- 6.13. **'Probationer'** means an employee employed on in or against a substantive vacancy in a cadre or the Corporation. This term does not , however include employee:-
- i) Who holds substantively a permanent post in a cadre is merely appointed "on probation ' to another post .
 - ii) Who has been appointed on probation against a permanent post.
- 6.14. **'Temporary Employee'** is an employee who has been engaged for a limited period against a post or for work which initially is of a temporary nature.
- 6.15. **'Temporary Post'** means a post carrying a defined pay sanctioned for a limited time.
- 6.16. **'Articles of Association'** means Articles of Association of Jammu & Kashmir Tourism Development Corporation Limited.
- 6.17. **'Competent Authority'** in relation to the exercise power means the authority who has been delegation under these rules as per schedule annexed to the Powers conferred on any authority may be exercise any higher authority to whom the lower authority is a substantively subordinate directly or indirectly.
- 6.18. **'Compensatory Allowance'** means an allowance to meet the personal expenditure necessitated by such circumstances of the place or locality in which duty is.
- 6.19. **'Continuous Service'** mean uninterrupted services includes service which is interrupted by sickness, leave, accident or cessation of work not due to the fault of an employee.

6.20. **'Date of first appointment'** means the date on which the employee joins the services of the Corporation.

6.21. **'Duty' includes:-**

- a) service as a probationer provided it is followed by confirmation;
- b) joining time;
- c) the period of unavoidable detention on the road owing to its being blocked by any circumstances beyond the control of an employee;
- d) any period covered by a course of instruction or training which a Corporation employee is permitted to undergo in accordance with the terms of any general or special order of the Corporation excluding study leave;
- e) period occupied in any examination which must be passed before a person is eligible for a higher appointment in any branch of his service under Corporation rules;
- f) period of compulsory waiting if any on return from leave or on transfer from one post to another;

6.22. **'Family'** shall include the following:-

- a) Wife in the case of a male employee;
- b) husband in the case of a female employee;
- c) daughter, sons including step sons/daughters and adopted sons/daughters residing with or wholly, dependent on an employee;
- d) Father and mother provided they are residing with and are dependent on a employee.

6.23. **'Government'** means the Government of Jammu & Kashmir .

6.24. **'Headquarters'** of the employee of the Corporation is the station which has been declared to be his Headquarters by the competent authority or in absence of such declaration; the station where the records of his office are kept.

6.25. **'Holiday'** means a holiday declared as such, by the Corporation.

6.26 **'Honorarium'** means a recurring or non- recurring payment from

the Fund of the Corporation as remuneration for the special work of an occasional or intermittent character.

- 6.27 **'Joining time'** is the time allowed to an officer to proceed from one station to another when his appointment is changed in the interest of the Corporation.
- 6.28. **'Leave Salary'** means the amount paid by the Corporation to an employee on leave.
- 6.29 **'Month'** means a calendar month. In calculating a period expressed in terms of months and days. Complete calendar months irrespective of number of days in each, should first be calculated and the odd number of days calculated subsequently .
- 6.30 **'Pay'** means the amount drawn monthly by an employee as a remuneration fixed in relation to the post held by him and includes personal pay, special pay and any other emoluments which may be specially classed as pay by the competent authority.
- 6.31 **'Personal allowance'** is an addition to pay granted to an employee:-
- a) to save him from loss of Basic pay excluding special pay due to revision of pay or to any reduction otherwise than on disciplinary grounds,
 - b) in exceptional circumstances on other personal considerations.
- 6.32 **'Subsistence Allowance'** means an allowance granted to an employee who is not in receipt of salary or leave allowance.
- 6.33 **'Subsistence Pay'** means the pay other than the special pay, personal pay or emoluments which are specially classed as pay, to which an employee would be entitled on account of a post to which he has been appointed permanently.
- 6.34 **'Time scale of pay'** means the pay which rises by fixed and periodical increments from minimum to maximum. It includes the pay known as Progressive pay. Time scales are said to be identical if the minimum, maximum, the period and the rates of increment of the time scales, are identical.
- 6.35 **'Traveling allowance'** means an allowance granted to a employee to cover the expenses incurred on traveling in the interest of the Corporation by him.

- 6.36 **'Fee'** means recurring or non-recurring payment to an employee, from a source other than the fund of the Corporation.
- 6.37 **'Foreign service'** means a service in which an employee receives his pay with the sanction of the Corporation from a service other than the Corporation funds.
- 6.38 Words denoting the masculine gender shall include the feminine gender, and words denoting the singular number shall include the plural number and vice-versa.

CHAPTER III

General Conditions of Services

Permanent residentship:

7. Except as provided in these Regulations no person may be appointed to a post under the Corporation unless he furnishes a certificate of a competent Revenue authority of the State Government that he is a permanent resident of the Jammu and Kashmir State as defined in section 6 of the Constitution of Jammu and Kashmir.

Exception:

The Corporation may relax the condition of permanent resident ship in consideration of the technical skill, experience, qualifications, suitability etc. of any person deemed fit for appointment in the corporation.

Age:

8. Age of a person appointed direct to the corporation service shall on the first day of January of the year in which he is selected for appointment be not less than 18 years and shall not exceed 30 years. in case of Scheduled caste candidates the maximum age limit shall be 40 years.

9. The evidence of age to be produced by a person at the time of his selection shall be as under:-

- (i) Matriculation certificate or its equivalent in case he possess matriculation or equivalent qualification.
- (ii) School certificate duly attested as correct by a Tehsil Education Officer or the District Education Officer of the State as the case may be, where a person has not passed Matriculation or its equivalent examination.
- (iii) Birth certificate given by the Municipal Committee or by the town/ Notified Area Committee where a person has not attended a School. In case of an Illiterate person belonging to a village outside a town/Notified area, the certificate of a village Chowkidar duly attested by a Revenue Authority not below a Tehsildar may be accepted.
- (iv) Where in exceptional circumstances an illiterate person may not be in a position to produce a certificate under (iii)above , the certificate of a Medical Officer not below the rank of a Civil surgeon or District Medical Officer, may be accepted.

10. Age once recorded in the service records of an employee shall not be changed subsequently except of a clerical error, or for reasons of its having been recorded, inconsistent with the provisions of rule 9.
11. Where in respect of any class or category of persons such as handicapped persons, etc, the Government may fix any higher or lower age limit the same shall mutatis-mutandis apply in the Corporation.
12. The powers to relax the minimum or maximum age shall vest in the Corporation.
13.
 - a) Where both the year and the month of birth are known but not the exact date the 16th of the month should be treated as the date of birth.
 - b) If the year of birth of an employee is known but not the month and date, the 1st July should be treated as the date of birth .
 - c) Where the date of birth of a person is originally recorded in Bikrimiera the same should be converted into Gregorian are by deducting 56 years 8 months and 18 days from the former.

14---Medical Test:

No person shall be eligible for appointment to any post unless he satisfies the Medical test prescribed by the Corporation. The condition of medical fitness may, however , be relaxed by the appointing authority in the case of handicapped persons in accordance with the orders as are issued by the government in this behalf from time to time.

MISCELLANEOUS:-

15. Appointments to various posts in the Corporation shall be made by the competent authority declared as such by the Corporation from time to time.
16. The recruitment of candidates to the service of the Corporation and for the grant of promotion and other allied conditions of recruitment shall be regulated under the Recruitment Rules as may be prescribed by the Corporation.
17. No employee who has a wife / husband living shall contract another marriage without first obtaining the permission of the competent authority, notwithstanding that such subsequent marriage may be permissible under the personal law applicable to him/her.

18. a) Appointment in the Corporation may in the first instance be on probation period not exceeding two years; provided that this period may be extended by the appointing authority during or at the end of the probationary period. The period of probation including the extension, if any, granted should not exceed 3 years in any case.
- b) The services of an employee whose work has not been found to be satisfactory during the period of probation or at the end thereof including the extension, if any, granted may be terminated by the appointing authority.
19. The competent authority may prescribe any conditions of tests etc. which the employee may have to fulfill during the period of probation.
20. The competent authority shall after the successful completion of the period of probation of an employee, issue a declaration to that effect in the prescribed form and after the issue of the required declaration the employee shall be treated as a permanent member of the service of the Corporation.
21. The probationer in any lower post shall be eligible to count for probation in that post, his service if any, in a higher post to which he may have been appointed in a temporary capacity, provided that he would have continued to hold the lower post but for his appointment to higher post.
22. No person invalided from service may be re-employed in the Corporation's Service.
23. a) Unless, in any case, it is otherwise distinctly provided, the whole time of an employee is at the disposal of Corporation and he may be employed in any manner by the competent authority.
- b) No employee shall undertake or enter into or continue in any private trade, contract, business or vocation of any nature independently or in partnership, directly or indirectly or use his position as an employee of the Corporation to hold any business or undertaking, as long as he is the employee of the Corporation.

Provided that an employee may take occasional work of a literary or artistic character, or any other work of an unobjectionable nature and receive a remuneration in respect thereof with previous permission of the Managing Director, provided that the duties do not suffer thereby and the work is done by him outside the hours of his duty.

24. An employee is liable to be transferred by the competent authority from one post to another or to any place within the jurisdiction of the Corporation.
25. No employees shall quit the service of the Corporation unless he give one calendar months notice in writing or re-imbursalment of pay in lieu of the notice period and is permitted by the competent authority to quit the service.

26. All employees of the Corporation are liable to compulsory retirement on the date of their completion of 55 years of age unless specifically permitted by the competent authority to continue in the service for a specified period thereafter, but he must in no case be retained beyond the age of 60 years.

27. The working hours of employees shall be fixed in such manner as the competent authority may deem necessary in the interest of the Corporation.

28. An employee will commence to earn or cease to be entitled to the pay of the post on the day he assumes or relinquishes charge as the case may be of the duties of the post.

Provided that if the incumbent assumes or relinquishes the charge of the posts afternoon he shall be deemed to have assumed or relinquished the charge on the following day.

29. Service in the Corporation will be non-pensionable.

30. Services of an employee who does not hold a permanent appointment in the Corporation are liable to be terminated by the competent authority by giving a month's notice or a months pay inlieu thereof

Provided that the services of a casual worker and part time workers may be terminated with out any notice

31. a) When a holder of a post is required to deposit security for due performance of his duties , appointment to the post shall be made only after the required security is deposit.
- b) Furnishing of a security shall also be necessary in the case of a person appointed to officiate in the leave vacancy (other than casual leave) of an employee who has furnished security.

CHAPTER IV. Pay and Allowances

32. INITIAL PAY:-

An employee shall on his first appointment to the service be eligible to draw as initial pay the minimum of the pay scale of the post to which he is appointed, unless the competent authority specifically sanctions as initial pay at the higher stage in the scale of pay of the post, in consideration of his special merit, training or experience.

33. When an employee in service of the Corporation is appointed from one post to another involving assumption of duties and responsibilities of greater importance than those attaching to the post held by him at the time as such appointment, the pay of the employee should first be increased by one increment in his existing scale and then be fixed in the higher scale at the stage next above that or at the minimum of the pay scale of the new post whichever is higher.

34. When an employee in service is appointed from one post to another which does not involve that assumption of duties and responsibilities of greater importance than those attaching to the previous post, his pay shall be fixed as under:-

- i). in case the scale of the pay of the new post is identical with the old post the employee will continue to draw the pay drawn in the previous post without any change in the date of increment.
- ii). Where the scale is different from the earlier post but not lower than that, the employee's pay in the new post will be fixed at an amount equal to his pay in the old scale, if that is a stage in the new scale, or if there is no such stage, the stage next below that pay plus the personal pay equal to the difference to be merged in the next increment and in either case he shall continue to draw that pay until such time as he would have received and increment in the old scale of pay or for the period after which an increment is earned in the new pay scale, whichever is earlier.

Provided that, when the pay of an employee in the old scale is less than the minimum of the new scale, he shall draw pay equal to the minimum of the pay scale and shall earn his next increment after putting in full incremental period in the new scale.

Provided further that when the pay of an employee in the old pay scale is more than the maximum of the new scale his pay shall be fixed at the maximum of the new scale plus personal pay equal to the difference between his pay in the old pay scale and the maximum of the new scale.

NOTE (1)

Nothing contained in rule 34 above shall however, apply to employees who are reverted to a lower post as a measure of disciplinary action, Fixation of the pay in such cases shall be regulated in accordance with the provisions of the rule 37.

NOTE (2)

For determining assumption of higher responsibilities at the time of appointment from a lower to a higher post if out of three factors in a scale of pay i.e. minimum, rate of increment and maximum any two change for the betterment, the higher responsibilities shall be assumed. In doubtful cases of assumption of higher responsibilities orders of the competent authority shall be obtained.

35. Employees who are discharged due to reduction in establishment and re-employed subsequently will on re-employment be allowed the same initial pay as drawn previously and the previous service will count for increment provided the re-employment is made in the same post.

36. a) Employees re-employed after resignation or discharge due to mis-conduct will have pay fixed as in respect of a fresh appointment.

b) If an employee who is officiating in a post or holding a temporary post is appointed to a lower post for reasons other than of disciplinary measures, his pay in lower post shall be fixed at the minimum of the time scale of the pay of the lower post, or if he had held the same lower post in the same pay scale in the past, his pay shall be fixed at the pay which he last drew in that pay scale. If, however, the competent authority certifies that the employee would have officiated in the lower post during that period but for his appointment to the higher post, then such period of service in the higher post shall be counted for the purpose of giving increments in the time scale applicable to the lower post.

37. The authority which orders the reversion of any employee as a penalty from a higher to a lower grade or post may allow him to draw such pay as it may think proper not exceeding the maximum of the lower grade or post.

Provided that if the lower post to which he is reverted was held by him previously, the pay allowed to him shall not exceed the pay would have drawn in that post, and where the lower post to which is reverted had not been held by him previously, the pay allowed all not

exceed the pay which he would have drawn in the lower post and the service rendered by him in the higher post been rendered in the post to which he is reverted.

Once the pay is fixed in the lower post in the manner indicated above, the regulation of increment in the lower post will be made under the normal rules unless the increment in the lower post also with held.

38. Authority ordering reversion under rule 37 may or may specify the period for which the reversion shall be effective, but where the period is specified, the authority shall also state whether restoration the period of reversion shall operate to postpone further increments and if so to what extent.

39. An employee whose reversion to a lower post or grade or a specified, period, he will after the expiry of that period get automatically restored to the post/grade from which he was reverted.

- i). If the order of reversion lays down that the period shall not operate to postpone future increments, the employee shall be allowed the pay which he would have drawn in the normal course but for his reversion to the lower post. If the pay drawn by him immediately before reversion was below the efficiency bar, he shall not be allowed to cross the bar except in accordance with the provisions of rule 46.
 - ii). If the order lays down that the period shall operate to postpone his future increments, for any specified period which shall not exceed the period of reversion to the lower post/grade the pay on restoration shall be fixed in accordance with (1) above but after treating the period for which increments are to be postponed as not counting for increments.
 - iii) In case, where the reversion to the lower post is for an unspecified period if and when the employee is re-appointed to the higher post in the normal course the pay in the higher post will be regulated only in accordance with the normal rules of pay fixation.
40. i) Where an employee is reduced as a measure of penalty to lower stage in his time scale, the authority ordering such reduction shall state that stage in terms of rupees to which the employee is reduced and the period for which it shall be effective, and whether on restoration the period shall operate to postpone increments and if, so, to what extent.
- ii) Reduction to a lower stage in a time scale cannot be for an unspecified period or as a permanent measure. When an employee is reduced to a particular stage his pay will remain content at that stage for the entire period of reduction. The period for postponement of increments, if any specified can not exceed the period for which the reduction has to be operated.
 - iii) The pay of an employee on the expiry of the period of reduction shall be regulated in accordance with the provisions of sub-clause (i) and (ii) of rule 39.

41. If a permanent employee is offered any other lower post in anticipation of abolition of the higher post and provided he is willing to accept it, his initial pay shall be fixed in the following manner:-

- i) He will draw as initial pay the stage of the time scale of the lower post which is equal to his substantive pay in respect of the higher post, or, if there is no such stage, the stage next below that stage, plus personal pay equal to the difference to be merged in the next increment and in either case he will continue to draw that pay until such time as he would have received an increment in the time scale of the higher post, or for that period after which an increment is earned in the time scale of the new post, whichever is earlier.
- ii) When the maximum pay in the time scale of the lower post is less than his substantive pay in respect of the higher post, he will draw that maximum as initial pay.

42. When the pay scale of the post is revised the holder of the post shall draw in the new pay scale the pay equal to his pay in the old pay scale existing at the time the change is made, if that is a stage in the new scale, or if there is no such stage, the stage next below that pay plus personal pay equal to the difference to be merged in the next increment and in either case he shall continue to draw that pay until such time as he would have received an increment in the old scale of pay or for the period after which an increment is earned in the new pay scale, whichever is earlier.

Provided that, when the pay of an incumbent in the old scale is less than the minimum of the new scale at the time the change is made, he shall draw pay equal to the minimum of the revised pay scale and shall earn his next increment after putting in full incremental period in the new pay scale.

Provided further, when the pay of an employee in the old pay scale is more than the maximum of the revised pay scale his pay shall be fixed at the maximum of the revised pay scale plus personal pay equal to the difference between his pay in the old scale and the maximum of the revised pay scale.

NOTE:- In case of any general revision of pay scales the Corporation may prescribe a separate set of rules, if necessary.

43. An increment shall be drawn as a matter of course, unless it is withheld from an employee by the competent authority if the employee's conduct has not been satisfactory. In ordering the withholding of increment, the withholding authority shall after observing the required formalities of

show cause notice etc. state the reasons for withholding the increment and the period for which it is withheld and whether the postponement shall have the effect of postponing future increments.

44. All duty in a post on a time scale counts for increments in that time scale except the period of suspension not found wholly unjustified, the period of extra ordinary leave without pay unless such leave is granted for reasons of ill health provided that during leave duty shall be deemed to have been performed in the post which the employee holds substantively.

In the case of a temporary person the period of leave shall be treated as counting for increment only when it is certified by the leave sanctioning authority that but for his proceeding on leave he would have continued to officiate on the post from which he took leave.

45. The period of over stay of leave or that of joining time shall not count for increment unless such overstay is regularized by the competent authority.

46. Where an efficiency bar is prescribed, the employee shall not given increment next above the bar without the specific sanction of the appointing authority.

NOTE:- *Appointing authority for the purpose of this regulation means the authority competent to make appointment to the post to which the increment pertains.*

47. An officiating appointment may be in a lower grade against vacancy in a higher grade. When, however, a lower grade employee is appointed to officiate in a higher grade post the Competent authority may fix the officiating pay of such an employee at an amount even less than that admissible under these rules.

CHAPTER V.

Regulations of other pays and Allowances.

Special Pay:-

48. a) "Special pay" means an addition of the nature of pay to the emoluments of a post granted in consideration of (i) the special arduous nature of the duties of (ii) a specific addition to the work or responsibility.
- b) Special pay remains attached to a post and so long as it is not withdrawn from the post, it shall be drawn by the incumbents of the post whoever hold it from time to time without any separate sanction.
- c) Drawal of special pay by an employee shall cease with the relinquishing of the charge of the post to which it stands attached. Special pay may be drawn while on earned leave, special disability leave, quarantine and Maternity leave, subject to the condition that after the expiry of any such leave the employee returns back to the post from which he proceeded on leave.
- d) The amount of special pay attached to a post may not ordinarily exceed 10% of the pay of the post (i.e. minimum of its scale of pay) subject to a maximum of Rs.200/per month).
- e) Special pay drawn by an employee shall not be treated as part of pay for purposes of fixation of pay on appointment from one post to which the special pay may be attached to another post to which it may or may not be attached.
- f) Special pay may be allowed to compensate an officer for holding additional charge of a post or holding charge of more than one post a time.
- g) Powers to attach special pay to a post shall vest in the Corporation.

Personal Pay:

49. a) Personal allowance or personal pay is granted in consideration of circumstances explained in rule 6.31.

- b) Personal pay shall ordinarily be reduced by any amount by which the pay of an employee in respect of such-allowance is increased from time to time either as a result of periodical increments or otherwise, and shall cease as soon as the pay is increased by an amount equal to or more than the personal allowance.

Reward:

50. a) A reward upto an amount not exceeding one month's pay may be granted to an employee by the competent authority in consideration of any special work done by him which may have been beneficial to the interest of the Corporation and improved its efficiency and working.
- b) Any reward or premium, offered to an employee of the Corporation from any other source (other than the Corporation) for any literary work, essay competition radio/television programme or arrest of a criminal etc. may be accepted by him without any previous permission of his employer.

Compensatory Allowance

51. An employee of the Corporation shall in addition to pay be allowed local allowance, like compensatory allowance, border allowances, Ladakh allowance, etc, at the place of his posting, if any such allowance is allowed by the State Government to its employees at that place.

The terms conditions and rates of such allowance(s) shall be the same as are sanctioned by the Government from time to time in respect of its employees.

52. 1. Pay of officers undergoing training:

Corporation employees deputed to receive training in the training Schools, Collage, Institutions within the State shall during the period of such training be entitled to receive their pay which they would have drawn but for their deputation to such training. No additional allowance shall be allowed to a employee during such training except T.A. on tour rates at the time of proceeding to the Institution and returning there from. Substitutes if any, appointed in their place shall also be entitled to pay of the post.

2. The Corporation employees sponsored by the competent authority for training courses outside the State but within the country shall be governed by the following terms and conditions:-

- b) Personal pay shall ordinarily be reduced by any amount by which the pay of an employee in respect of such-allowance is increased from time to time either as a result of periodical increments or otherwise, and shall cease as soon as the pay is increased by an amount equal to or more than the personal allowance.

Reward:

50. a) A reward unto an amount not exceeding one month's pay may be granted to an employee by the competent authority in consideration of any special work done by him which may have been beneficial to the interest of the Corporation and improved its efficiency and working.
- b) Any reward or premium, offered to an employee of the Corporation from any other source (other than the Corporation) for any literary work, essay competition radio/television programme or arrest of a criminal etc. may be accepted by him without any previous permission of his employer.

Compensatory Allowance

51. An employee of the Corporation shall in addition to pay be allowed local allowance, like compensatory allowance, border allowances, Ladakh allowance, etc, at the place of his posting, if any such allowance is allowed by the State Government to its employees at that place.

The terms conditions and rates of such allowance(s) shall be the same as are sanctioned by the Government from time to time in respect of its employees.

52. 1. Pay of officers undergoing training:

Corporation employees deputed to receive training in the training Schools, Collage, Institutions within the State shall during the period of such training be entitled to receive their pay which they would have drawn but for their deputation to such training. No additional allowance shall be allowed to a employee during such training except T.A. on tour rates at the time of proceeding to the Institution and returning there from. Substitutes if any, appointed in their place shall also be entitled to pay of the post.

2. The Corporation employees sponsored by the competent authority for training courses outside the State but within the country shall be governed by the following terms and conditions:-

- i) Full pay for the training period.
- ii) T.A to and from (at tour T.A rates).
- iii) Tuition fee if any payable to the Institution.
- iv) Cost of prescribed books, if any purchased during the training provided the same are deposited with the Corporation after completion of the training .

3. In respect of long Training Courses i.e. exceeding 8 weeks duration training allowance will be allowed at the following rates during the period of training including the periods of study tour if any :-

- a) Officers drawing pay upto Rs.500/- per month Rs 100.PM.
- b) Officers drawing pay above Rs.500/- but not exceeding Rs.1000/- Rs.150 -do-.
- c) Offices drawing pay exceeding Rs.1000/- Rs .200/ -do-

In principal towns (refer T.A.Rules) the Training Allowance shall be enhanced at 100% and in other towns by 50% .

If the training lasts for 8 weeks or less the training allowance may be paid equal to the daily allowance admissible at the place of training while on tour..

- c) Where board and lodge is provided, free of charges at the training Institution the employee shall be allowed training allowance at 1/4th of the above rate for meeting incidental expenses.
- d) Where board and lodge is allowed against payment the employee shall be reimbursed in full the amount paid to the Institution on this account against production of vouchers plus 1/4th of the training allowance at the above rates to cover incidental expenses.
- e) Where board or lodge alone is allowed free of charges training allowance will be payable @ 1/2 of the above rates.

53. Charge Allowance

Any office of the Corporation may be appointed as a temporary measure to officiate on more than one post at a time. In such cases the pay is regulated as under:-

- a) in case where the additional charge is of a higher post the officer shall be allowed a charge allowance equal to 1/10th of the pay of the post (i.e minimum of its scale), subject to the condition that the amount of pay plus charge allowance does

not at any time exceed the pay which the officer would draw had he been appointed to officiate in the higher post.

- b) Where the additional charge is of a post in a scale identical to the scale held by the officer, or in a lower scale of pay or in a scale different from the scale of his own post but not involving assumption of higher responsibilities no extra remuneration for holding the additional charge shall be allowed.
- c) Where an employee is appointed in his own pay and grade, Incharge of a higher post, independent of his lower post he shall be allowed charge allowance equal to the difference of pay, as between the pay draw by him in the lower post and the pay which he would draw in the higher post had he been formally appointed to it. The charge allowance will change from time to time as there may be periodical increase in pay in the lower post/higher post.

54. Allowance payable to employees under Suspension.

1. An employee placed under suspension is not entitled to any pay while he is absent from duty. He shall, however, be entitled to the following payment:-

- a) A subsistence allowance at an amount equal to half pay and in addition, half the dearness allowance, provided that where the period of suspension exceeds 6 months the authority which made the order of the suspension, shall be competent to vary the amount of subsistence allowance for any period subsequent to the period after 1st 6 months as follows.
 - i) The amount of subsistence allowance may be increased by a suitable amount not exceeding 50% of the subsistence allowance as admissible during the period of the 1st 6 months if in the opinion of the said authority, the period of suspension has been prolonged for reasons to be recorded in writing not directly attributable to the employee.
 - ii) The amount of subsistence allowance may be reduced by a suitable amount not exceeding 50% of the substance allowance if in the opinion of the said authority, the period of suspension has been prolonged due to the reasons to be recorded in writing directly attributable to the employee.
 - iii) The rate of dearness allowance will be based on the increased. or as the case may be, the decreased amount of subsistence allowance admissible under sub-clause (i) and (ii) above.

- b) Any other compensatory allowance which the employee was in receipt of on the date of suspension subject to the fulfillment of other conditions laid down for the drawal of such allowance.
- c) No payment under sub-rule(a) above shall be made unless the employee furnished a certificate that he is not engaged in any other employment ,business, profession or vocation.
- d) When an employee placed under suspension is reinstated at a later date the authority competent to order reinstatement shall consider and make specific order:-
- e) Regarding pay and allowances to be paid to the employee for the period of suspension and
- f) Whether or not the said period shall be treated as period spent on duty.

2) Where the competent authority is of the opinion that the employee has been fully exonerated and the suspension, was wholly unjustified, the employee shall be given the full pay and allowances to which he would have been entitled had he not been placed under suspension.

- i) In other cases the employee shall be given such proportion of pay and allowances as such authority may prescribe provided that such proportion of pay and allowances shall not be less than the subsistence allowance admissible under clauses (a) & (b) above.
- ii) In cases falling under sub-clause (i) above the period of absence from duty shall be treated as a period spent on duty for all purposes.
- iii) In other cases the period of absence from duty shall not be treated as a period spent on duty, but the competent authority may in consideration of the merits of each case declare that the period of suspension will count for any one or more specific purposes to like increments, leave, gratuity etc.
- iv) Where the intention is to remove stigma attached to the suspension from the employee concerned, the competent authority may for reasons to be recorded sanction conversion of the period of suspension into leave whatever kind due. Such conversion shall be restricted strictly to the extent of leave due and no leave which may not be due shall be sanctioned in this behalf. Leave due will also include extraordinary leave without allowances if admissible under rules.

If in such a case it is found that the total amount of subsistence and compensatory allowance that an officer received during the period of

suspension exceeds the amount of leave salary and allowances the excess. Will have to be refunded by the employee.

55. Recovery of the Corporation dues be made from the subsistence allowance as under:-

1. Compulsory Deductions:

- i) Income tax and super tax (Provided the employees yearly income calculated with reference to subsistence allowance is taxable);
- ii) House rent and allied charges i.e. electricity, water, furniture etc.
- iii) Recovery of loans, advances and overpayments taken from the Corporation at such rates as the competent authority deems fit.
- iv) Recovery of loss to Corporation for which an employee is responsible such recoveries should not ordinarily be made at the rate greater than 1/3rd of the amount of subsistence allowance.

2. Optional Deductions:

The deductions which should not be made except with the employee written consent are as under:-

- i) Premium due of life Insurance policy.
- ii) Amounts due to cooperative stores and co-operative credit societies;
- iii) Refund of advance taken from C.P.Fund.

3. No deductions to be made :-

Deductions of the following nature should not be made from the substance allowances:-

- i) Subscription to C.P Fund.
- ii) Amounts due on Court attachments.

56. There is no objection to making of substitute arrangements in place of an employee under suspension. No additional post needs to be provided for the substitute. Employee under suspension as well as his substitute can both draw their pay and allowances against the same post.

57. Employees dismissed or discharged from service:-

An employee who is dismissed, discharged or removed from service ceases to draw pay from the date of his dismissal, discharge or removal. No allowance is payable to any such employee for any period occupied in the prosecution of appeals against the orders of dismissal/removal etc.

58. When an employee who has been dismissed, removed or discharged is reinstated, the authority competent to order the reinstatement shall consider and make a specific order:-

- a) Regarding the pay allowances if any, to be paid to the employee for the period of dismissal /discharge etc. and
- b) Whether or not the said period shall be treated as period spent on duty.

59. Committals to Prisons:

An employee committed to prison either for debt or on a criminal charge should be considered as under suspension from the date of his arrest and not allowed to draw any pay until the termination of proceedings against him, when an adjustment of his allowances should be made according to the circumstances of the case, the full amount being given only in the event of his having been acquitted of blame or if the imprisonment was for debt, of its being proved that officers liability arose from circumstances beyond his control.

60. An employee placed/ under suspension cannot claim any leave of absence.

CHAPTER VI.

61. JOINING TIME:-

Joining time is admissible to an employee who with the consent of or under the orders of the competent authority is transferred from one office to another in the interest of Corporation work only and not on his own request or his own advantage or in consequence of any fault on his part.

62. i) Joining time may be granted to an employee to enable him:-

- a) to join new post either at the same or a new station on his transfer in the interests of Corporation.

63. Not more than one day is allowed to an employee in order to join a new post when the appointment to such post does not necessarily involve a change of residence from one station to another. A holiday counts as a day for the purpose of this rules.

NOTE:- Sundays are included in the calculation of joining time of one day under this rule. An employee who gives the charge on Saturday forenoon must, therefore, take charge on afternoon, and an employee who gives over (charge on Saturday afternoon must take charge on Monday forenoon.

64. The joining time of an employee in case involving transfer from one station to another, is subject to a maximum of 30 days . Six days are allowed for preparation and in addition, a period to cover the actual journey calculated as follows:-

a) An employee is allowed:-

- | | |
|--|--------------------------------------|
| i) for the portion of the journey which he travels by air – craft. | Actual time occupied by the Journey. |
| ii) for the portion of the journey which he travels or might travel. | One day for each. |
| a) by railway. | 500 Kms. |
| b) motor vehicle or horse drawn conveyance. | 150Kms. |
| c) in any other way. | 25 Kms. |

- b) (i) for purposes of journey by air under clause (i) a part of a day should be treated as one day.
- (ii) A day is also allowed for any fractional portion of any distance prescribed in clause (a) (ii).
- c) Travel by road not exceeding 8 Kms to and from a railway station or airport at the beginning or end of a journey does not count for joining time. A Sunday does not count as a day for the purpose of calculation in this rule, but Sundays are included in the maximum period of 30 days.
- d) When holiday(s) follow(s) joining time the normal joining time may be deemed to have been extended to cover such holiday(s).

65. If an employee is authorized to make overcharge of a post elsewhere than at its head quarters, his joining time shall be calculated from the place at which he makes over charge.

66. The joining time of any employee whose appointment is changed while in transit from one post to another begins on the day following that on which he receives the order of appointment.

67. If any employee takes (earned leave) while in transit from one post to another, the period which has elapsed since he handed over charge of old post be included in his leave. On expiry of the leave the employee may be allowed normal joining time.

68. (i) If an employee is appointed to a new post while on earned leave, his joining time will be calculated from his old station or from the place to which he receives the order of appointment, whichever calculation will entitle him the lesser joining time.

(ii) An employee on joining time shall be regarded as on duty if he is entitled to pay for such period.

(iii) Subject to the orders if any, to the contrary an employee draws during joining time the pay which he would have drawn if he had not been transferred or that which he will draw on joining his new appointment whichever is lesser.

(vi) An employee without a regular appointment is not entitled to any joining time pay for transfer from one officiating appointment to another. But if an employee holding an officiating appointment is required to be transferred from one station to another on administrative or public

grounds (to be recorded by the transferring authority in the order of transfer) before the termination to the officiating vacancy at the old station he may be authorized to draw pay for the transit period.

- v) When an employee combines earned leave and joining time, the pay during joining time will be calculated at the rate at which his joining time pay would have been calculated if he had joined the office to which he is transferred directly.
- vi) An employee who does not join his post within the permissible period of joining time is entitled to no pay or leave salary after the end of joining time. Willful absence from duty after the expiry of joining time may be treated as misbehavior and will be liable for disciplinary action.

69. Except in the case of joining time admissible under rule (67) within the prescribed maximum of 30 days, the Managing Director may on such conditions as he thinks fit, grant to an employee a longer period of joining time than is admissible under the rules in the following circumstances :-

- a) When the employee has been unable to use the ordinary mode of traveling or, notwithstanding due diligence on his part, has spent more on the journey than is allowed by rules: or
- b) When extension is considered necessary for the public convenience for the saving of such public expenditure as is caused by unnecessary or purely formal transfers: or
- c) When the rules have in any particular case operated harshly, as for example, when an employee has through no fault on his part fallen sick on the journey.

Note: (1) Combination of joining time and casual leave and any other leave except earned leave is in admissible.

Note: 2) If a Corporation employee is detained on a road owing to its being blocked by land slide, snow etc. the period of unavoidable detention should be treated as extension of joining time on the certificate of Asstt. Engineer Incharge of the Public Workers Department or Dy. Superintendent of Police(Traffic Control) or Manager Passenger Services, Jammu and Kashmir Road Transport Corporation.

CHAPTER VII

70. DEPUTATION OF FOREIGN SERVICE

An employee of the Corporation shall be treated as on foreign Service when he receives his pay with the sanction of the competent authority from any source other than the revenues of the Corporation.

71. i) A transfer to foreign service will not be permissible unless an employee has held for a period of not less than (12) months at the time of transfer a postpaid from the revenues of the Corporation or holds a permanent post.
- ii) If an employee is transferred to foreign service while on leave, he shall cease from the date of such transfer to be on leave and to draw leave salary.

72. An employee transferred to foreign service shall remain in the cadre or cadres in which he was included in his substantive or officiating capacity immediately before his transfer and may be given such promotion in his cadre as the authority competent to order promotion may decide.

73. An employee in foreign service will draw pay from the foreign employer from the date on which he relinquishes charge of his post in the service of the Corporation while on duty, or from the date on which he is transferred to foreign service while on leave.

74. When the transfer of an employee to foreign service is sanctioned, the pay which he shall receive in such service together with any remuneration or any concession of pecuniary value in addition to his pay proper, shall be specified in the order sanctioning his terms of deputation. No employee shall be permitted to receive any remuneration or enjoy any concession which is not so specified. If the order is silent as to any particular remuneration or concession, it will be assumed that the intention is that it shall not be enjoyed.

75. In case of an employee sent on deputation the Corporation will charge from the foreign employer the following charges over and above the pay and allowances payable to the employee:-

- a) Leave salary contribution. @ 11% of pay of the employee.
- b) Gratuity contribution, @ $1/24^{\text{th}}$ of the maximum of the pay of the post.
- c) Employers contribution on C.P. Fund @ $8-1/3\%$ of the pay drawn by the employee in foreign service.

76. The following will be the standard terms for regulating deputation of the employees on Foreign Service:-

- i) **Pay:** The deputationist will have the option either to get his pay fixed in the deputation post under the operation of the normal rules, or to draw pay of the post held by him in his parent department plus deputation allowance .
- ii) **Dearness allowance:** The D.A. shall be entitled under the rules of the corporation or under the rules of the foreign employer according to the deputation retains his scale attached to the post under the foreign employer.
- iii) The deputation allowance will be admissible @ 10% of basic pay.
- iv) **Local allowance:** To be regulated under the rules of the foreign employer.
- v) **Joining time pay and transfer T.A.:** The deputationist will be entitled to T.A. and joining time and joining time pay both on joining the post on deputation and reversion there from under the rules of the foreign employer.

J&K TOURISM DEVELOPMENT CORPORATION LIMITED
TOURIST RECEPTION CENTRE, SRINAGAR

Subject:-Amendments to the J&K Tourism Dev. Corporation
Employment Service Rule.

Reference: - Decision taken to the Board of Directors at their 42nd
Meeting.

Order No: - 403 DMD/TDC / of 1983

Dated: - 28-12-1983.

In exercise of the powers conferred under Article 66(15) of the Articles of Association of the J&K Tourism Development Corporation Ltd. the Board of Directors, with the sanction of the Governor received under Secretary to Govt. Tourism Department 's letter NO:- EST/196-TSM/74 dated:- 07-11-1983, has ordered the following amendments in the J&K Tourism Development Corporation Ltd. Employment service Rules from the date the approval was accorded by the Governor:-

40-A, Stagnation personal pay:-

The provisions of J&K Civil Service Regulations relating to stagnation personal pay shall mutatis mutandis apply to the Employees of the Corporation.

Chapter IV (44) (i):-

The increments to an Employee on probation shall be allowed after satisfactory completion of probation period.

Chapter VIII(Leave Rules):-

Rules 77 to 109 under Chapter VIII(Leave Rules) shall be deleted and the following shall be inserted:-

“ The Leave Rules” applicable to Govt. Employees under J&K Civil Service Regulations shall mutatis mutandis is apply to the Employees of the Corporation”.

Chapter X (TA Rules):-

Rule 117 to 139 of J&K Tourism Development Corporation Employment Service Rules under Chapter X shall be deleted and instead the following shall be inserted:-

“The T.A. Rules applicable under the J&K Civil Service Regulations shall mutatis mutandis apply to the Employees of the Corporation.

S/D
(Mohinddin Shah)
Managing Director.

NO: - JKTDC/MD/4610-23.

Copy to:-

1. The Secretary to Govt. Tourism Department, Jammu
2. The Dy. Managing Director JKTDC Ltd. Sgr.
3. The Financial Advisor & Chief Accounts Officer JKTDC, Ltd.
4. The Executive Engineers, JKTDC, Ltd.
5. The Manager Jammu.
6. Order File.
7. Follow up action file 42nd meeting of Board of Directors.
8. Relevant file.

CHAPTER VIII

Leave Rules.

The "Leave Rules" of J&K Tourism Development Corporation ltd. is deleted vide Order No:403/DMD/TDC of 1983 dt:28-12-1983 in reference to the decision taken by the Board of Directors in their 42nd meeting.

"The Leave Rules" applicable to Govt. Employees under J&K Civil Service Regulations (CSR) shall mutatis mutandis is apply to the Employees of the Corporation.

CHAPTER IX.

GRATUITY RULES.

110 PAYMENT OF GRATUITY.

Subject to the condition that the service has been good efficient and faithful, gratuity shall be payable to an employee on the termination of his employment after he has rendered continuous service for not less than 5 years.

- a) On his superannuation, or
- b) On his retirement or resignation, or
- c) On his death or disablement due to accident or disease or,
- d) on his retrenchment provided that he is not entitled to receive the retrenchment compensation under the Industrial Disputes Act.

Provided that the completion of continuous service of 5 years shall not be necessary where the termination of the employment of an employee is due to death of disablement.

Provided further that in case of death of the employee, gratuity payable to him shall be paid to his nominee or if no nomination is made, then to his legal heir.

NOTE:- For purposes of rules in this chapter a person shall be treated as disabled if he is rendered incapacitated for further service due to any physical disability or infirmness.

111. AMOUNT OF GRATUITY.

- i) For every completed year of service or part thereof in excess of six months, the gratuity at the rate of fifteen days wages based on the rate of wages last drawn by the employee will be payable.
- ii) The amount of gratuity payable to an employee shall not exceed twenty months wages or Rs. 20,000 whichever is less.

NOTE:- Wages for purposes of these rules means all emoluments which are earned by an employee while on duty or on leave in accordance with the terms and conditions of his employment and which are paid or payable to him in cash and includes dearness allowance and special pay but does not include any bonus, commission, house rent

allowance overtime wages and other allowance like compensatory allowance, border etc.

- iii) In the case of death the amount of gratuity will be calculated under (i) above or as worked out below whichever ever is more.
 - a) During the first year of service 2 months emoluments.
 - b) After one year but before 5 years 6 months emoluments.
 - c) After completion of 5 years service and above. 12 months emoluments.

112. NOTWITHSTANDING ANYTHING CONTAINED IN SUB-CLAUSE (i).

- a) The gratuity of an employee whose service has been terminated for any act, Willful omission or negligence causing any damage or loss to or destruction of property belonging to the Corporation shall be forfeited to he extent of damage or loss so caused.
- b) The gratuity payable to an employee shall be wholly forfeited.
- i) If the services of such employee have been terminated for his riotous disorderly conduct , misconduct or any other act of violence on his part or
- ii) If the services of such employees have been terminated for any act which constitutes an offence involving moral turpitude provided that such offence is committed by him in the course of his employment.
- iii) The following acts may be taken as illustrative of misconduct for the purpose of these rules:-
 - a) Willful insubordination or disobedience of any lawful and reasonable order of a superior.
 - b) Going on an illegal strike or inciting, abetting, instigation or acting in furtherance thereof.
 - c) Willful slowing down in performance of work or abetment thereof
 - d) Theft, fraud, misappropriation or dishonesty in connection, with the Corporation business or property.
 - e) Habitual absence without leave or late attendance.
 - f) Commission of any act subversive of discipline such as drunkenness while on duty, riotous disorderly or indecent behaviors during hours of duty.

- g) Willful damage to work or to any property of the Corporation.

113. NOMINATION.

1. Each employee who has completed one year of service shall make the nomination for the purpose of these rules in such form and in such manner as may be prescribed by the Corporation.
2. An employee, may, in his nomination, distribute the amount of gratuity payable to him under these rules amongst more than one nominee.
3. If an employee has a family at the time of making a nomination, the nomination shall be made in favour of one or more members of his family and any nomination made by such employee in favour of a person who is not a member of his family shall be void.
4. If at the time of making a nomination the employee has no family the nomination may be made in favour of any person or persons but if the employee subsequently acquires a family, such nomination shall forthwith become invalid and the employee shall make within a period of 6 months of acquiring a family a fresh nomination in favour of one or more members of his family.
5. A nomination may, subject to the provisions of clauses (3) and (4) be modified by an employee at any time after giving to his controlling officer a written notice of his intention to do so.
6. If a nominee predeceases the employee the interest of the nominee shall revert to the employee who shall make a fresh nomination in the prescribed form in respect of such interest.
7. Every nomination, fresh nomination or alteration of nomination, as the case may be shall be sent by the employee to his controlling officer, who shall keep the same in his safe custody.

114. APPLICATION FOR GRATUITY:-

1. An employee who is eligible for payment of gratuity under these rules or any person authorized in writing to act on his behalf shall apply ordinarily within 6 months from the date the gratuity becomes payable, to the controlling officer in the prescribed form,

Provided that where the date of superannuation or retirement of an employee is known, the employee may apply to the controlling officer before 30 days of the date of superannuation or retirement.

2. A nominee of an employee eligible for payment or gratuity under the second provision of Rule 110 (i) shall apply ordinarily within 6 months from the date the gratuity becomes payable to him in the prescribed form to the controlling officer.
3. A legal heir of an employee who is eligible for payment of gratuity under the a second provision of clause (i) of Rule 110 shall apply in the prescribed form ordinarily within one year from the date gratuity becomes payable to him to the controlling officer.
4. An application for payment of gratuity filed after the expiry of periods specified in this rule also be entertained by the controlling officer if the applicant adduces sufficient cause for the delay in preferring his claim and no claim for gratuity under these rules shall be invalid merely because the claimant failed to present his application within the specified period.
5. An application under this rule shall be presented to the controlling officer either by personal service or by registered post acknowledgement due.

115. EFFECT OF REDUCED PAY ON GRATUITY.

When the employee is retained in service on reduced pay and the reduction in pay is for reasons other than his own fault or is re-appointed at reduced pay on the abolition of his post and being in service, if any, has been condoned, the gratuity admissible under rule (111) above may be calculated in respect of each period of service based on the 'emoluments' actually drawn at the time of expiry of respective periods if that is more favorable to the employee.

116. BREAK AND DIFFICIENCY IN SERVICE.

The competent authority may condone break in service for purposes of calculating gratuity provided:-

- i) The break was not due to dismissal or to a strike declared to be illegal under any law for the time being in force.
- ii) The break was due to the circumstances beyond control.

CHAPTER X.

TRAVELLING ALLOWANCE.

The 'T.A Rules' of J&K Tourism Development Corporation Ltd. is deleted vide order No:-403/DMD/TDC of 1983 dy:28/12/1983 in reference to the decision taken by the Board of Directors in their 42nd meeting.

"The T.A Rules applicable under the J&K Civil Service Regulation shall mutatis mutandis apply to the Employees of the Corporation.

J&K TOURISM DEVELOPMENT CORPORATION LIMITED
TOURIST RECEPTION CENTRE, SRINAGAR

Subject:- Amendments to the J&K Tourism Dev. Corporation
Employment Service Rule.

Reference: - Decision taken to the Board of Directors at their 42nd
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Order No: - 403 DMD/TDC / of 1983

Dated: - 28-12-1983.

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Chapter IV (44) (i):-

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Chapter VIII(Leave Rules):-

Rules 77 to 109 under Chapter VIII(Leave Rules) shall be deleted and the following shall be inserted:-

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(2)

Chapter X (TA Rules):-

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S/D
(Mohinddin Shah)
Managing Director.

NO: - JKTDC/MD/4610-23.

Copy to:-

1. The Secretary to Govt. Tourism Department, Jammu
2. The Dy. Managing Director JKTDC Ltd. Sgr.
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4. The Executive Engineers, JKTDC, Ltd.
5. The Manager Jammu.
6. Order File.
7. Follow up action file 42nd meeting of Board of Directors.
8. Relevant file.

CHAPTER XI.

DISCIPLINE CONDUCT AND APPEAL RULES.

140. SUSPENSION OF AN EMPLOYEE.

(i) The appointing authority or any authority to which it is subordinate or any other authority empowered by the Corporation in this behalf may place an employee under suspension where:-

- a) An inquiry into his conduct is contemplated or is pending, or
- b) A complaint against him of any criminal offence is under investigation or trial.

(ii) An employee who is detained in custody whether on a criminal charge or conviction or otherwise, for a period longer than forty eight hours should be deemed to have been suspended by the appointing authority under this rule.

(iii) An order of suspension under sub-rule (i) may be revoked at any time by the authority making the order or by any authority to which it is subordinate.

141. NATURE OR PENALTIES.

The following penalties may, for good and sufficient reasons and for mis-conduct as hereinafter provided, be imposed on any employee.

(i) MINOR PENALTIES:-

- (a) Warning or censure.
- (b) Fine.
- (c) With-holding of 'increment or promotion,

(ii) MAJOR PENALTIES:-

- (a) Reduction to a lower class, grade or post, or a stage in a time scale.
- (b) The recovery from pay of whole or part of any pecuniary loss caused to the Corporation by negligence or breach of order.

- (c) Removal from service which shall not debar an employee from future employment.
- (d) Dismissal from service which shall ordinarily debar an employee from future service under the Corporation.

142. ACT OF MISCONDUCT:-

Without prejudice to the general meaning of the term "misconduct" it shall be deemed, for example to mean and include the following :-

- (i) Habitual late attendance, willful or habitual absence from duty without leave or without sufficient cause.
- (ii) Negligence or neglect of duty or slowing down of work.
- (iii) Leaving station without permission.
- (iv) Gambling, drunkenness, riotous, disorderly or indecent behavior while on duty.
- (v) Collection of, or canvassing for, money without the written permission of the Managing Director.
- (vi) Acceptance of gifts from or lending or borrowing money to or from subordinate employees.
- (vii) Deliberately spreading false information or rumours with a view to bringing about disruption of Corporation's normal work.
- (viii) Unauthorized use or occupation of corporation's quarters, land or other property.
- (ix) Habitual indiscipline or willful insubordination or disobedience of any lawful or reasonable order of higher authority.
- (x) Theft of Corporation's property and fraud or dishonesty in connection with the Corporation's business,
- (xi) Giving false information regarding one's particulars for purposes of employment.
- (xii) Taking or giving bribes or any illegal gratification what so ever or including in corrupt practices.
- (xiii) Assaulting or intimidating any employee of the Corporation.
- (xiv) Sabotage or willful damage to, or loss of Corporation's goods or property.

- (xv) Un-authorized communication of official documents or information relating to Corporation business.
- (xvi) Striking work or inciting others to strike work in contravention of the provisions of any law or rules having the force of law.
- (xvii) Breach of any law applicable to the work, or of the conduct rules and any other rules or order's issued by the Board from time to time.
- (xviii) Conviction in court of law for any criminal offence in-volving moral turpitude..
- (xix) Contracting another marriage while wife is still alive or marrying a person who has a wife living without first obtaining the permission of the Corporation.
- (xx) Adjudged insolvency not warranting continuance of the Corporation's trust and confidence which the duties of the employee call for.
- (xxi) Writing of anonymous letters etc, addressing appeals or representations to an authority other than the appellate or the appropriate authority and forwarding advance copies of appeals or representations to any authority.
- xxii) Abetment or attempt to an act of mis-conduct.

NOTE: - This list is only illustrative and not exhaustive.

143. DISCIPLINARY AUTHORITIES:-

The appointing authority may impose any of the penalties specified in rule 141 above on an employee. If the employee is under suspension the disciplinary will be determined with reference to the post held by the employee at the time of suspension.

144. PROCEDURE FOR IMPOSING MINOR PENALTIES:-

- (i) When it is proposed to impose any of the minor penalties on an employee he shall be informed in writing of the allegations or charges on account of which it is proposed to impose the penalty on him and asked to submit his explanation within a specified period not exceeding seven days. The explanation and evidence, if any, furnished by the employee shall be taken into consideration by the competent authority before passing orders.

- (ii) The record of proceedings in such cases shall include:-
- a) a copy of the statement of allegations and or charges communicated to the employee;
 - b) the explanation and evidence, if any, furnished by the employee; and
 - c) the findings of and the order passed by the competent authority.

145. PROCEDURE FOR IMPOSING MAJOR PENALTIES:-

- (i) When an employee is charged with misconduct which may lead to the imposition of a major penalty, the Disciplinary Authority shall frame definite charges on the basis of the allegations against him. The charges, together with a statement of allegations on which they are based, shall be communicated in writing to the employee, who shall be required to submit within such time as may be specified by the Disciplinary Authority (not exceeding 15 days), a written statement of his defence.
- (ii) On receipt of the written statement of the employee or if no such statement is received within the time specified, an enquiry may be held by the Disciplinary Authority itself, or by an officer or committee appointed for the purpose (hereinafter called the Inquiring Authority) by the Disciplinary Authority.
- (iii) At the enquiry, a reasonable opportunity shall be afforded to the employee for explaining and defending his case but he will not be allowed to engage a legal practitioner for this purpose.

NOTE:- The Inquiring Authority shall be the sole judge to decide what is a reasonable opportunity.

- (iv) At the conclusion of the enquiry, the Inquiring Authority shall prepare a report of the enquiry and record its findings on each of the charges, together with the reason therefor.

146. THE RECORD OF THE ENQUIRY IN SUCH CASES SHALL INCLUDE:-

- (iii) The oral and/or documentary evidence, if any, considered in the course of the enquiry; and.
- (iv) The findings on each charge and the reasons therefor.

147. JOINT ENQUIRY.

Where two or more employees are concerned in any case, the authority competent to impose a major penalty on all such employees may make an order directing that disciplinary action against all of them may be taken in a common proceeding and specifying the authority which may function as the Disciplinary Authority for the purpose of such common proceeding.

148. SPECIAL PROCEDURE IN CERTAIN CASES:-

In case where:-

- (i) A penalty is imposed on an employee on the ground of conduct which has led to his conviction on a criminal charge, or on the strength of facts or conclusions arrived at a judicial trial: or
- (ii) Where the employee on whom a penalty is imposed is absconding: or.
- (iii) Where the reasons of security so warrant, the Disciplinary Authority may dismiss an employee from service without following the procedure laid down in above rules.

149. EMPLOYEES ON DEPUTATION FROM CENTRAL GOVERNMENT OR THE STATE GOVERNMENT etc.

- (i) Where an order of suspension is made, or disciplinary proceeding is taken against an employee who is on deputation to the Corporation from the Central or State Government, or another public undertaking or a local authority, the authority lending the services (hereinafter referred to as the "Lending Authority") shall forthwith be informed of the circumstances leading to the order of his suspension or the commencement of the disciplinary proceedings, as the case may be.
- (ii) In the light of the findings in the disciplinary proceeding taken against the employee:-
 - (a) If the Disciplinary Authority is of the opinion that any of the minor penalties should be imposed on him it may pass such orders

on the case as it deems necessary after consultation with the Lending Authority.

Providing that in the event of a difference of opinion between the Disciplinary Authority and the Lending Authority, the services of the employee should be placed at the disposal of the Lending Authority and the proceedings transferred to the lending authority for such action as it deems necessary.

- (b) If the Disciplinary Authority is of the opinion that any of the major penalties should be imposed on him, it should replace his services at the disposal of the Lending Authority and transmit to it the proceedings of the enquiry for such action as it deems necessary.

- (iii) If the employee submits an appeal against an order imposing a minor penalty on him under sub-rule (i), it will be disposed-off after consultation with the Lending Authority: Provided that if there is a difference of opinion between the Appellate Authority, and the Lending Authority, the services of the employee shall be placed at the disposal of the Lending Authority and the proceeding of the case shall be transmitted to that authority for such action as it deems necessary.

150. APPEALS AND REPRESENTATIONS:-

- i) An employee may appeal against an order passed by any authority imposing upon him any of the penalties specified in rule 141.

No appeal shall be against an order passed in appeal:-

- ii) Appeals shall lie:-
 - (a) against an original order of punishment of a subordinate officer to the Managing Director.
 - (b) Against an original order of punishment of the Managing Director to the Chairman and from the original order of punishment of the chairman to the Board.

- 2) An employee may appeal against an order which:-
 - a) Denies or varies to his disadvantage, his pay, allowance, promotion, provident fund or other conditions of service as regulated by the rules or by agreement, or
 - b) interprets to his disadvantage the provisions of any such rules or an agreement with the Corporation. The appeal shall lie to the authority mentioned in rule clauses (a) (b) of sub-rule (ii) above.

- 3) In all other matters an employee may send, through proper channel, a representation or a petition to an authority under whose competence the matter falls.
- 4) In all cases a copy of the order to be appealed against will be made available to any official on direct request and on payment of usual copying fee.'

151. PROCEDURE FOR SUBMISSION OF APPEALS:-

- 1) An appeal shall be preferred to the appellate authority within 90 days of the date of order appealed against.
- 2) Every appeal preferred under these rules shall contain all material statements and arguments relied-on by the appellant, shall contain no disrespectful or improper language and shall be complete in itself and submitted through proper channel.
- 3) Every employee preferred appeal shall do so separately and in his own name.
- 4) Every appeal preferred under these rules shall be accompanied any a stamped paper of the value prescribed in the stamp act and also by a attested copy of the orders appealed against.
- 5) Submission of an appeal to an authority other than the Appellate Authority or forwarding of advance copies to any authority, shall be deemed to be misconduct. Provided that where any appellants does not get any reply within one month of the submission of the appeal, he may send a copy of the appeal direct to the next higher appellate authority explaining the circumstances necessitating his so doing ,and sending a copy thereof to the authority to whom his appeal was originally submitted.

152. TRANSMISSION OF APPEALS:-

- (i) The authority which passed the order appealed against, shall within 15days of the submission of the appeal, transmit it to the appellate authority except where he decides to withhold the appeal.
- (ii) Where an appeal is withhold the appellant shall be informed of the fact and the reasons therefore within 15days of the receipt of the appeal no appeal shall be against the withholding of an appeal.
- (iii) A register of appeals withheld giving the substance of the appeals and the reasons, for their being withheld, shall be maintained by each authority competent to pass orders on such matters and once a quarter, this register shall be put up to the appellate authority for review.

- (iv) An appellate authority may call for any appeal admissible under these rules which has been withheld by subordinate authority and may pass such order thereon as it considers fit.

153. CONSIDERATION OF APPEALS AND REPRESENTATIONS:-

The appellate authority shall consider whether the findings are justified and whether the penalty imposed is excessive, adequate or in-adequate and pass orders within two months of the date of appeal.

Representation and petitions will also be similarly reviewed as to the fairness of the decision already taken.

154. REVIEW.

Notwithstanding anything contained in these rules, the Board may call for the record of only case involving a major penalty within one year of the final order after reviewing the case, pass such orders thereon as it may deem fit.

Provided that where the Board after reviewing the case proposed to enhance the penalty imposed by any such order, the against employee concerned shall be given opportunity of showing causes against the proposed enhancement.

CHAPTER XII.

155. MEDICAL ATTENDANCE RULES.

There shall be an Authorized Medical Attendant nominated by the Corporation who shall provide medical attendance free of charge to the employee of the Corporation and their family members.

NOTE:-

- (i) For purposes of eligibility of employees Rule-3 refers.
- (ii) Family for purposes of these rules shall mean family as defined in Rule 6.22.

155-A. Where the Authorized Medical Attendant is of the opinion that the patient needs consultation of a Specialist, he may refer him to the Specialist for necessary treatment. The consultation fee of the Specialist will be reimbursable at the rates as are prescribed by the Government from time to time.

156:- The authorized medical attendant shall prescribe such treatment as may be required and the employees shall be reimbursed cost for drugs and investigation charges.

157:- The expenses incurred in respect of the following will not be reimbursed.

- (i) Supply of Dentures and Sealing of teeth and alignments.
- (ii) Supply of spectacles.
- (iii) Appliances like abdominals belts ,Hernia belts, orthopedic Appliances, like artificial limbs etc.
- (iv) Preparations or primary food value.
- (v) Toilet preparation including sanitary pads.
- (vi) Tonic meant to increase the strength and vigour such as vitamins and mineral preparations (other than enzyme preparations) porting preparations etc. provided further that this will not apply in the case of patients suffering from Cancer, T.B. Polimytics Heart and mental disease, in whose case the treatment covers the use of tonics.

158:- Employees who fall sick in an out station place while on official tour deputation/training/authorized leave shall be entitled to take emergency treatment from any available doctor hospital/clinic and the charges for such treatment shall be reimbursed at actual in accordance with these rules .

159:- Notwithstanding anything contained hereinabove the eligible employee and their family members will also be entitled to medical benefits under these rules in case of their confinement at their residence.

160:- The reimbursement of medical charges under these rules shall be made on production of final bill accompanied by essentiality certificate as per Annexure to these rules at the conclusion of the treatment. The Managing Director may, however grant an advance to an employee for his/her family members for receiving treatment on the recommendations of the Authorized Medical Attendant.

161:- The cost of medicines purchased/on the basis of prescription of Authorized Medical Attendant/Specialist will be reimbursed on production of prescriptions and vouchers. The following conditions shall be fulfilled as regards vouchers for the drugs purchased:-

- (i) The vouchers should be machine numbered .
- (ii) The voucher shall bear the drug License number.
- (iii) The voucher shall indicate the Batch number of the drugs purchased.
- (iv) The voucher should bear the manufacturing/expiry dates of the drugs purchased.

162:- a) The employees or their family members can take. Special treatment outside the State as may not be available within the state. Non availability of such treatment in the state will be certified by Principal of a Medical Collage or Director of Health services.

b) Where an employee has to proceed outside the state for treatment of himself or any members of the family, he shall be reimbursed charges for the treatment as under:-

a) Expenses incurred on the fare of the patient and one attendant by the class of accommodation/conveyance to which the employee is entitled for journeys on tour.

b) All expenses incurred in the Hospital or Institution where the patient is admitted for treatment or the patient receives treatment as an out patient. such charges will be reimbursed on proper bills of the Hospital/Institution.

163. Where any minor or major surgery or hospitalization is prescribed by the Authorized Medical Attendant or by the specialist as the case may be, the employee will receive such treatment in the Government Hospital nearest to the place of his residence.

Expenses incurred on treatment in Hospitals or any charges paid for such treatment to the concerned Hospital will be reimbursed to the employee.

ESSENTIALITY CERTIFICATE.

Certificate granted to Mr/Mrs/Miss _____
Wife/son/daughter/mother/father of Mr. _____
Employee in _____ Srinagar.

It is certified that below mentioned medicines have been purchased by the patient on my prescription. It is further certified that various tests detailed below have been conducted by the above patient on my prescription.

S.NO	Bill No	Date	Particulars of drugs etc.	Amount. Rs.	P
	Medicines.				

Laboratory tests:

Total Rs:- _____

(Rupees _____)

I have charged _____ and received Rs. _____

(Rupees _____) for consultation on _____ at my residence/clinic at the residence of the patient).

Patient has been diagnosed for _____

Signature of the Employee.

Signature and stamp of the
Authorized Medical Attendant.

ANNEXURE (Referred to in rule 3.1)

Copy of Government order NO:- 2033-GD of 1973 dated:-21-07-1973 issued under endstt. No. GD (Adm)Misc/71-11 dated:- 21-07-1973 by Dy. Secretary to Government, General Department, copy forwarded to all concerned.

Subject: - Deputation staff to the Jammu and Kashmir Tourism Development Corporation. Fixation of terms and conditions.

Reference: - U.O.No:-Est/155-Tsm/73 dated: - 14-06-1973 from the Information and Tourism Department.

The terms and conditions of the Officers/Officials deputed to the Tourism Development Corporation, from Tourism Department and Government Hotels Organization vide Government order NO:- 1192-GD of 1970 dated 27-04-1970 read with order NO:- 1233-GD of 1970 dated 4th September 1970 and Govt. order No:2251-GD of 1970 dt:4th September 1970, are hereby fixed as under with effect from the date they joined the said Corporation:-

- i) The staff would continue to be borne on the Cadre of the parent Departments and will be treated on deputation to the Jammu and Kashmir Tourism Development Corporation .
- ii) No deputation allowance will be admissible to the staff during the period of their deputation in the Jammu and Kashmir Tourism Development Corporation.
- iii) The service rights of the staff on deputation to the said Corporation will be maintained in the Parent Departments and for this purpose shadow posts as detailed in the enclosed annexure to this order with effect from:- 27-04-1970 to the date of their reversion to the parent Department , are created.
- iv) The seniority of the staff so deputed will be maintained by the parent Department for safeguarding their promotion prospects in their Parent Cadres.
- v) Copies of APR's in respect of officers and staff transferred to the Tourism Development Corporation maintained by the Managing Director of the Corporation will be sent to the Director Tourism in all cases.
- vi) Leave and pension contribution at usual rates will be paid by the Corporation to the State Government.

This issues with the concurrence of the Finance Department conveyed vide their U.O.No:-FA-260/32/72-Tsm dated 17-03-1973.

By order of the Government of Jammu and Kashmir.

**ANNEXURE TO GOVERNMENT ORDER NO:- 2033-g GD. Of 1973
DATED:- 21-07-1973.**

S.No: Post held by the Depute in the <u>Tourism Deptt.</u>	No. of post <u> </u>	Old Grade upto ending <u>June,72.</u>	Revised grade from <u>July 72.</u>
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TOURIST RECEPTION CENTRE SRINAGAR.

1. Mgr Catering (Gazetted)	One	225-500	520-900
2. Receptionists	One	100-220	220-430
3. Orderly	Two	65-85	170-230
4. Frash-cum-chowkidar	Six	65-85	170-230
5. Sweeper	Four	65-85	170-230

CHARCHINARI.

1. Receptionist	One	100-220	220-430
2. Chowkidar	Two	65-85	170-230
3. Gardener	One	65-85	170-230
4. Gardener TRC.	Three	65-85	170-230

TORUIST HUTS CHESHMASHAHI.

1. Asstt. Tourist Officer	One	215-450	450-700
2. Receptionists	One	100-250	200-430
3. Orderly	One	50-65	170-230

CHESHMASHAHI HUTMENTS.

1. Farash-cum-chowkidar	Five	65-85	170-230
2. Gardener	Five	65-85	170-230
3. Sweepers	Four	65-85	170-230

CAFERRERIA AT CHESHMASHAHI

1. Chowkidar	One	65-85	170-230
2. Gardener	One	65-85	170-230

TOURIST RECEPTION CENTRE, JAMMU.

1.Receptionists	Two	100-220	220-430
2.Asstt.Estate Officer	One	75-150	200-320
3.Rent Collectors	Two	70-135	200-230

4. Rent Collectors	One	75-150	200-230
5. Pump Operator	One	75-150	200-230
6. Head Farash	One	65-100	180-250
7. Farashes	Seven	65-85	170-230
8. Chowkidars	Two	65-85	170-230
9. Malies	Four	65-85	170-230
10. Sweeper	Seven	5@ 65-85	170-230
		2@ 50/-+DA.DP.	

CATERING BRANCH TOURIST RECEPTION CENTRE JAMMU.

1. Manager Catering	One	225-500	520-900
2. Jr. Accountant	One	140-300	280-520
3. Bill Clerk	One	75-150	200-320
4. Store keeper	One	75-150	200-320

GOVT. HOTEL ORGANISAION.

1. Manager	One	250-550	520-900
2. Asstt. Manager	Two	215-450	450-700
3. Accountant	One	140-300	280-520
4. Store Keeper	One	100-220	220-430
5. Sr. Asstt.	One	100-220	220-430
6. Cashier	One	100-220	220-430
7. Typist	One	75-150	200-320
8. Stewards	Four	100-220	220-430
9. Counter Clerk	Eight	100-220	220-430
10. Plumber	One	100-220	220-430
11. Electrician	One	100-220	220-430
12. Pump Driver	One	100-220	220-430
13. Orderlies	Two	100-220	170-230
14. Room Waiters	Eight	65-100	180-230
15. Room Attendants	Sixteen	65-85	170-230
16. Chowkidars	Four	65-85	170-230
17. Sweepers	Six	50/- + DA/DP	170-230

Sd/-

Dy. Secretary to Govt.
General Department.

SCHEDULE

(REFERRED TO IN Rule 6, 17)

<u>S. No.</u>	<u>Ref. No.</u>	<u>Nature of Power</u>	<u>To Whom delegated</u>	<u>Extent.</u>
1	6.1	To make appointments to the Service of the Corporation.	i) Board ii) Managing Director iii) Dy Managing Director iv) Secretary] v) Divisional Manager] vi) Executive Engineer] Works & Maintenance. vii. General Manager] (Monitoring & quality Control) viii. Financial Advisor & Chief Accounts Officer.	For Posts Carrying a maximum of above Rs. 1350/= per month. For post carrying a maximum of Rs. 1350/-per month Subject to the following conditions: a) For post carrying a maximum of above Rs. 700/per month appointments will be made in consultation with Selection Committee to be appointed by the Board. b) For post carrying a maximum upto Rs. 700/- per month the appointment will made in consultation with Selection Committee nominated by the Managing Director. For Post carrying a maximum up to Rs. 520/- per month in consultation with Selection Committee nominated by the Managing Director. For posts carrying a maximum up to Rs. 320/- per month in consultation with Selection Committee nominated by the Managing Director.

Note 1. The Selection Committees will also function as appropriate Departmental Promotion Committees for the purpose of departmental promotions.

Note. 2. With a view to ensuring that there is no over lapping or duplicity in the functioning of officers and selection committees at various levels in the matter of making appointments, the power to make appointment to the service of the Corporation subject to above limitation is regulated as under:-

		<u>Name of the Officer.</u>	<u>The category of employees whom he can appoint/promote.</u>	
		i) Managing Director	All Categories of employees.	
		ii) Dy. Managing Director	Ministerial/Executive Staff to be posted in main Offices and other offices of the Corporation.	
		iii) Secretary	Staff to be appointed in Head Office, Co-ordination Section etc.	
		iv) Divisional Manager	Hotel Staff.	
		v) Executive Engineer	Executive/Operational Staff in the works and maintenance Division of the Corporation.	
		vi) General Manager (Monitoring & Quality Control)	Staff for promotion publicity, monitoring and quality control work.	
		vii) FA & CAO	Ministerial staff to be posted in financial and accounts wing of the Corporation.	
2.	6.12	Creation of posts	Board	Full powers.
3.	6.24.	Declaration of Head Quarters	Managing Director	Full Powers
4.	6.30	Special classification of employment as pay	Board	Full powers
5.	19	Prescribing conditions of test etc, which the employee may have to fulfill during the period of probation.	i. Board ii. Managing Director.	Full powers for posts carrying upto a maximum of Rs. 950/= per Month.

6.	20	Issue of declaration in respect of Employees having successfully Completed his probationary period	Appointing Authority	Full Powers.
7.	23(a)	Engagement of employees in the Corporation in any manner.	Appointing Authority	Full Powers
8.	25	permitting an employee to quit the services of the Corporation	Appointing Authority	Full Powers
9.	26.	permitting an employee to continue in service after completion of 60 years of age.	Board	Full Powers
10.	27.	Fixation of working hours of the employees	Managing Director	Full Powers.
11.	30.	Termination of the services of employees other than permanent employees	Appoint Authority	Full powers
12.	32	Sanctioning as initial pay at a higher stage in the scale of pay of the post	i. Board ii. Managing Director	Full powers in respect of posts carrying a maximum of Upto Rs. 520/- per month.
13.	Note 2 To Rule 34.	Issue of orders in doubtful cases of assumption of higher responsibilities.	Managing Director in Consultation with the Secy.	Full Powers.
14.	36 (b).	Issue of certificate to the effect that the employees would have officiated in the lower post during a particular period but for his appointment to the higher post.	Appointing Authority	Full Powers.
15.	43.	With-holding increment of any employee	Appointing Authority	Full powers
16.	45	Regularization of over stay of leave for joining time for the purpose of counting for increment.	i. Board ii. Managing Director	Full powers For posts carrying the maximum of Upto Rs. 950/- per month.

17.	47.	Fixation of the officiating pay of lower grade employee appointed to officiate in a higher grade post.	Managing Director	Full powers
18.	50.	(a) Sanctioning of a reward to an employee in consideration of meritorious service rendered to the Corporation.	Managing Director	Full powers Providing that the reward is not given more than once a year in favour of particular employee.
19.	52.2.	Sponsoring of employees for training Courses outside the state but within the country	Managing Director	Full Powers
20.	55.1 (iii)	Fixation of rates for Recovery of loans, advances and over payments taken from the Corporation.	Managing Director in consultation with FA&CAO	Full powers.
21.	24&61	Transfer of employees from one post to another or to any place in the interest of the Corporation.	i) Managing Director. ii) Dy. Managing Director iii) Divisional Manager iv) Ex. Engineer v) FA & CAO	Full powers For posts carrying a maximum of upto Rs.520/- permonth For posts carrying a maximum of upto Rs.320/- per month.
22	70	To permit an employee to be on foreign service.	Managing Director	Full Powers.
23	79	Permitting an employee to pre fix holidays to leave.	Leave sanctioning Authority	Full Powers.
24.	87	Cancellation of leave granted to an employee or recall to duty of an employee.	Leave sanctioning Authority	Full Powers.
25	92(4)	Sanctioning of Casual leave	Head of Section in which an Employee is working	Full powers
26.	93	Grant of special casual leave	Managing Director	Full powers
27	94	Grant of Quarantine leave	Head of Section in which an employee is working	Full Powers.
28	95	Grant of earned leave on full pay	-do-	-do-

29	96	Grant of leave allowance	-do-	-do-
30	99	Grant of half pay leave	-do-	-do-
31	101	Grant of Extra-Ordinary Leave with out pay.	-do-	-do-
32	106	Grant of special disability leave.	-do-	-do-
33	107	Grant of leave on medical certificate	-do-	-do-
34	116	Condemnation of break in service for the purpose of calculating gratuity.	Managing Director	Full Powers.
35	19 (a)	To grant permission to calculate mileage allowance on a route other than the shortest or cheapest.	Managing Director in Consultation with FA & CAO.	Full Powers
36	Note to Rule 123	Ordering an Officer to cancel the railway/Air/Bus seat already booked In the public interest.	Managing Director	Full Powers.
37	124	Permitting travel by air within or outside the state in the interest of Corporation to employees who are Not ordinarily entitled to such travel.	Managing Director	Full Powers.
38	131	Authorizing employees to under take travel by any special means of conveyance	Managing Director	Full Powers.

Notes:

1. The matters not specifically covered herein above shall be regulated, to the extent these are provided, Under the scheme of delegation of powers of officers in vogue in the Corporation prior to the commencement of these rules. The matters for which no delegation is made either under these rules or under the aforesaid scheme, the delegation will be deemed to have been made in favour of the Managing Director who will exercise powers in respect of such matters.

2) The term "Appointing Authority" appearing herein above will have the same meaning as assigned to it under serial number I above.

3) The extent of the delegation as specified in column 5 will be subject to the limitations prescribed in the rules.

4) The head of Section in relation to an employee means such officers who are heading various sections of the Corporation namely Deputy managing Director, Secretary, Executive Engineer, Divisional Manager, General manager (Monitoring and Quality Control) Financial Advisor & Chief Accounts Officer, under whose administrative control the employees are working.

Besides the following officers Incharge of various establishments would also be construed to mean as Head of Sections in respect of the employees under their administrative control to the extent shown against each:-

<u>Designation</u>	<u>Extent of delegation</u> <u>(power to sanction)</u>
1. Managers	{Casual Leave and leave on earned pay.}
2. Assistant Managers.	
3. Officers below the rank of Assistant Managers.	Casual Leave.

CHAPTER XIII

JAMMU AND KASHMIR TOURISM DEVELOPMENT CORPORATION LIMITED. **Employees Advances (Grant and Recovery) Rules.**

1. **Title:** These rules may be called the Jammu and Kashmir Tourism Development Corporation Ltd. Employees Advance (Grant and Recovery) Rules.
2. **Commencement:** These rules shall come into force with effect from such date as may be prescribed by the Board of Directors.
3. **Scope:** These rules shall apply to all employees of the Company whether temporary or permanent including officers staff of the central Government or State Government on Deputation to the Company but shall not apply to:-
 - i) Employees on probation, apprenticeship or training.
 - ii) Employees on contract unless provided otherwise in the terms and conditions or their contract,
 - iii) Casual Labour, and
 - iv) Employees to whom Industrial Employees standing orders apply.
4. **Interpretation:** Unless there be something repugnant in the subject or context, the terms used in

these rules are defined as under:-

- 4.1 **'Company'** Means the Jammu and Kashmir Tourism Development Corporation Limited.
- 4.2 **'Board'** means the Board of Directors of Jammu and Kashmir Tourism Development Corporation Limited.
- 4.3 **'Managing Director'** means the person who is appointed to serve as managing Director of the Company and includes a Director or an Officer entrusted with the functions of managing Director during the temporary absence of the latter.
- 4.4 **'Competent authority'** for the purposes of these rules will mean;
 - i. Officers of the Corporation namely Deputy managing Director, Secretary, General Manager, Divisional Manager, Executive Engineer, FA & CAO and Managers in respect of all staff subordinate to them.

- ii. Managing Director in respect of Officers vide (i) above and employees of Head Office of the Company.
- iii. Chairman in respect of the managing Director, Jammu and Kashmir Tourism Development Corporation limited.

4.5. **'Permanent employees** is an employee who has been confirmed and has been informed in writing of his having been confirmed and whose name has been entered in the Company's employment register as a permanent employee.

4.6. **'Temporary employee'** is an employee who has been engaged for a limited period against a post or work which essentially is of a temporary nature or an employee who has not been declared permanent.

4.7. **'Personal Expenses'** means steamer, rail or air fares, incidental charges, road mileage and daily allowances.

4.8. **'Contingent charges'** means expenses on hire of conveyance for the carriage of records or other company property.

5.0. **Types of Advances:** Advances may be granted for the following purposes:

- 5.1
 - a) Interest free advances.
 - b) Advance of traveling Allowance on tour.
 - c) Advance of pay and Traveling Allowance on transfer.
 - d) Advance of leave salary.
 - e) Festival Advance.

5.2. **Interest bearing advances:**

- a) Advance for purchase of conveyance.
- b) Advance under special circumstances.

6.1. The rate of interest in the case of interest bearing advances shall be prescribed by the Corporation in respect of each financial year. Interest will be calculated on balances outstanding on the last day of each month, when an advance is drawn in more than one installment, the rate of interest recoverable is determined with reference to the date on which the first installment is drawn.

6.2. A penal interest at the rate of 10 percent per annum shall be charged on the balance outstanding for the actual period in excess of one month, including fraction of a month, where the advance is retained beyond the said period or by the period the same has been extended without purchase of conveyance or other facilities for which the advance was paid.

7. When an advance is adjustable by monthly recoveries from the pay bills of the employees concerned, the amount to be recovered monthly shall not be affected by the fact of an employee proceeding on leave of any kind with leave salary. The sanctioned authority may in exceptional cases, order a reduction in the amount of the monthly installment.
8. An advance drawn by an employee in excess of that admissible under the rules should be refunded by the employee in cash it is, however open to the Company to effect appropriate recoveries in such cases from the pay bills and/ or traveling allowance bills of the employee concerned.
9. **Advances for journeys on tour.**
 - 9.1 An advance for journeys on tour may be allowed by the competent authority in the following cases:
 - a) When according to an approved tour programme an employee has to be away from his head quarters for more than 10 days, or
 - b) When an employee is deputed for duty outside the state.
 - 9.2 A second advance cannot be made to an employee under this section until the first advance has been accounted for and adjusted.
 - 9.3 The amount of advance granted under this section shall be adjusted immediately or at any rate within 20 days of the completion of the tour. In case the amount of advance drawn in excess of the traveling allowance claim preferred by the employee, the employee should repay the balance in cash immediately. If the traveling allowance bill has not been submitted by the employees within the above mentioned period, the whole amount of the advance is liable to be adjusted from his salary next drawn.
10. **Advance of pay and traveling allowance on transfer:-**
 - 10.1 An employee under orders of transfer, whether he is on duty or on leave when he receives the order of transfer, may be granted under the sanction of the competent authority, an advance upto an amount not exceeding one month's pay, which he is in receipt of immediately before his transfer or the pay he is entitled to after transfer, whichever is less, plus the traveling allowance to which he may be entitled under the rules in consequence of transfer, The advance should be recorded on the last pay certificate(LPC) of the employee concerned.
 - 10.2 An advance of pay for one month, may, with the sanction of the competent authority be drawn by the employees at the new station, within a fortnight of his arrival there, on the production of Last Pay Certificate showing that no advance of pay had been drawn by him at the old station.
 - 10.3 The advance of pay should be recovered from the pay of the employee in not more than three equal, or approximately equal, monthly installments commencing

from the month in which the employee draws a full months' pay and/or leave salary on joining his new appointment.

- 10.4 The advance of traveling allowance should be recovered in full on submission of the employee's traveling allowance bill. In case the traveling allowance bill is not submitted by the employee within a month of his joining duty, the amount should normally be recovered from his next salary bill.
- 10.5 Advance of pay on transfer can be granted to a temporary employee on the scale applicable to a permanent, employee provided that employee concerned produces a surety from a permanent employee not governed by the payment of wages Act (The form of the surety bond is given at Annexure I). Temporary employee with a minimum of three years continues service in the company need not be required to produce such a surety.

11. Advance of Leave Salary:

- 11.1 An employee who is granted leave for a period not less than 30 days, may be granted an advance of pay not exceeding one months leave salary (excluding allowances) less deductions for Provident Fund, Advances, income Tax, etc, prior to his proceeding on leave. The advance shall be fixed in whole rupees.
- 11.2. The advance of leave salary drawn will be adjusted in full through the next pay bill drawn in favour of the employee.

12. Festival Advance.

Festival advance may be granted by the competent authority to an employee in receipt of pay not exceeding (Rs. 700/-) per month on the eve of important festivals subject to the following terms and conditions.

- 12.1 The amount of advance will be limited to (Rs. 100/=) or one months basic pay whichever is less.
- 12.2 Application for the advance should be submitted by the employee concerned at least a fortnight before the festival in the prescribed form (Annexure II).
- 12.3 The advance must not be drawn more than a week before the festival concerned commences. It is admissible only to those on duty, or on leave on the average pay or half average pay at the time the advance is drawn.
- 12.4 The advance will be recovered in not more than five equal monthly instalments the first recovery commencing with the pay bill prepared immediately after the advance has been drawn, The amount of each instalment should be rounded off to the nearest rupee, any balance being recovered in the last instalment.

- 12.5 The advance will be admissible only on one occasion in a Calendar year and will be granted only if the advance previously taken, if any, by the employee is liquidated by him in full.

Before the advances are sanctioned in favour of temporary employee sureties from permanent employees should be obtained (form of surety bond is given in Annexure I).

- 12.6 No sureties will be needed in the case of temporary employees who have completed a minimum of three year's continuous service with the Company.
- 12.7 Advance should not be paid to temporary employees who are not likely to continue in service for a period of at least six months beyond the month in which the advance is paid.

13. Advance for purchase of Conveyance:-

- 13.1 **Purchase of Cycle:-** An employee whose pay does not exceed (Rs. 500/-) per month may be granted by the competent authority an advance for the purchase of Cycle subject to the following conditions:
- 13.2 The amount of the advance shall not exceed (Rs. 400/-) or the anticipated price of the Cycle, whichever is less.
- 13.3 The recovery will be made by deducting from the monthly salary bill of the employee $1/24^{\text{th}}$ part of the advance if he is a permanent employee and $1/18^{\text{th}}$ of the advance if he is temporary employee. The employee shall have the option of repaying the advance in a lesser number of equal instalments than 24 or 18 as the case may be, provided that number of such lesser instalments in which he desires recovery to be effected, is intimated by him to the Company before commencement of recovery.
- 13.4 An employee who takes an advance shall within one month, of drawing the advance, furnish to the sanctioning authority a certificate proforma bill giving full particulars of the conveyance purchased and the cash receipt for the amount actually paid by him. If the actual price paid is less than the advance taken, the balance should be refunded forthwith.
- 13.5 The conveyance purchased out of the advance will be hypothecated (in the Annexure iv) to the Company until the whole amount along with the interest is paid.
- 13.6 A second advance should not ordinarily be granted within three years of the drawl of the first advance unless the sanctioning authority is satisfied regarding the genuineness of the claim.

- 13.7 Application for advance may be presented to the competent authority in the prescribed form (Annexure III). The advance will be sanctioned to such employees only in whose case maintenance of the vehicle is considered conducive to efficient discharge of their duties.
- 13.8 An advance to a temporary employee may be sanctioned provided that he is likely to continue in service till such time as the advance is completely recovered, and he produces an acceptable security (bona fide) from a permanent employee not governed by the payment of wages Act.
- 13.9 In the case of employees on deputation from Government Department advances may be granted with the permission of their Administrative Department concerned.

14. Advances for the purchase of Motor Car, Motor Cycle or Scooter

An employee having not less than three years continued service with the company may be granted an advance depending on his status by the Managing Director for the purchase of a Motor vehicle subject to the following conditions:-

- a) The employee should be either permanent or temporary with at least three years of service with the Company.
- b) Advance will be given only if the Managing Director considers that it is in the interest of the Company that the employee should use a Motor vehicle in the discharge of his duties and also that the employee is likely to remain in the service of the company or in Government service till such time as the advance and interest thereon is fully recovered.

Note:- The terms Motor Vehicles appearing above and in the form of an agreement as well as in mortgage bond will mean a motor car, scooter, or a motor cycle as the case may be.

- 14.1. In the case of employees on deputation from Government Department, advances may be granted with the permission of their Administrative Department concerned.
- 14.2. The maximum amount of the advance for the purchase of a motor car will be (Rs. 20,000/-) or 12 months pay of the employee or the anticipated price of the motor car whichever is less, If the actual price paid is less than the advance drawn, the balance must be refunded forthwith to the company in cash. The amount of advance will be recoverable by deducting monthly installment equal to 1/50th part of the advance from the pay bill of the employee concerned. The employee shall, however, have the option of repaying the advance in a lesser number of equal

installments than indicated above provided that the number of such lesser installments is intimated by him to the Company before commencement of recovery. Recovery will commence with the first issue of pay after the advance is drawn. The amount of interest calculated will be in accordance with rule (6) above and will be recovered in one or more installments, each such installment being not appreciably greater than the installment by which the principal was recovered. The recovery of interest will commence from the month following that in which payment of the principal has been completed.

- 14.3. The maximum amount of the advance for the purchase of a motor cycle/scooter will be (Rs. 5000/-) or 12 months basic pay of an employee or the anticipated price of the vehicle whichever is less and recovery will be made by deducting equal monthly installments equal to $1/48^{\text{th}}$ part of the advance. The other condition as provided in rule 14.2 above will also apply in this case.
- 14.4. In the case of temporary employees who have put in not less than three years service, the advance can be granted subject to their furnishing an acceptable surety from a permanent employee not governed by the payment of wages act.
- 14.5. An employee who is on leave or is about to proceed on leave and for whom an advance has been approved by the sanctioning authority will not be allowed to draw the advance earlier than a week before the expiry of the leave.
- 14.6. Such an advance may also be granted to an employee who having applied for an advance purchases a conveyance and arranges to pay for it by rising a temporary loan provided the conveyance was purchased within three months of his applying for an advance.
- 14.7. The amount of the advance to be recovered monthly should be fixed in whole rupees except in the case of the last instalment when the remaining balance including may fraction of rupee should be recovered.
- 14.8. In the case of employees who are due to retire or whose contract expires before the completion of period of 50 months or 48 months as the case may be from the Ist issue of pay after the drawl of advance the number of instalments should be so regulated that the recovery of the advances and interest thereon would be completed well before the time of issue of the last pay to the employee before retirement.
- 14.9. At the time of drawing the advance an employee should be required to execute an agreement (in the form given in Annexure VI) and on completing to execute a mortgage bond (Annexure VII) hypothecating the motor vehicle to the company as security for the advance. The specifications and cost price of the motor vehicle purchase should be entered in a separate statement to be attached to the mortgage bond.
- 14.10. When an advance is sanctioned, the sanctioning authority should furnish to the Financial; Advisor & CAO a certificate that the agreement form has been signed

by the employee drawing the advance and that it has been found to be in order. The sanctioning authority should see that the motor vehicle is purchased within one month from the date on which the advance is drawn and should furnish the mortgage bond promptly to the Financial Advisor for Examination before final record filing which the advance with interest thereon should be refunded immediately by the employee.

- 14.11. The mortgage bond to be executed by the employee drawing an advance for the purchase of a motor vehicle provides for insurance against full loss by fire, theft or accident. The insurance policy must therefore provide complete and un-qualified coverage against loss as aforesaid. No. conditional policies will be acceptable, such insurance should be effected simultaneously with the purchase of the motor vehicle. On receipt of the certificate prescribed in rule 14.10 above, the company will obtain from the employee drawing the advance a letter to the insurance company with whom the motor vehicle is insured, to notify to them the fact that the Company is interested in the Insurance Policy secured. The Company will itself forward this letter to the Insurance Company with the necessary endorsement and obtain their acknowledgement. In the case of Insurance effected no annual basis the procedure prescribed above should be repeated every year until advance has been fully repaid to the Company. Contravention of these provisions will render the employee liable to refund the whole of the amount advanced with interest accrued. The amount for which the vehicle is insured during any period should not be less than the outstanding balance. Insurance should be renewed from time to time till the amount due is completely repaid if at any time and for any reason the amount insured is less than the outstanding balance of the advance including the interest already accrued, the employee should refund the difference to the company. The amount to be refunded must be recovered in not more than three monthly installments.
- 14.12. Except when an employee proceeds on leave, other than earned leave not exceeding 120 days, or retires from the service or is transferred to an appointment the duties of which do not render the possession of a motor vehicle necessary, the previous sanction of the sanctioning authority is necessary to the sale by him of the motor vehicle purchased with the aid of an advance which with interest accrued in accordance with rule 7 above, has not been fully repaid. If an employee wishes to transfer such a motor vehicle to another Officer who performs duties of a kind that render the possession of motor vehicle necessary the sanctioning authority may permit the transfer of the liability attaching to the motor vehicle to the latter officer provided that he records a declaration that he is aware that the motor vehicle transferred to him remains subject to the mortgage bond and that he is bound by its terms and provisions.
- 14.13. In all cases in which a motor vehicle is sold before the advance received for its purchase with the interest accrued thereon has been fully repaid the sale proceeds must be first applied so far as may be necessary towards the repayment of such outstanding balances, provided that when the motor vehicle is sold only in order that another motor vehicle may be purchased, the sanctioning authority may

permit an employee to apply the sale proceeds towards such purchase subject to the following conditions:-

- a) the amount outstanding shall not be permitted to exceed the cost of the new motor vehicle.
- b) The amount outstanding shall continue to be repaid at the rate previously fixed: and
- c) The new motor vehicle must be insured and mortgaged to the company as required by these rules.

14: 14. Applications for the grant of advance for the purchase of motor vehicle Should be submitted on the standard application form (Annexure V.)

14: 15 Advances under special circumstances:

The Managing Director may sanction an advance of two months pay to any employee under special circumstances, for example ,if the employees house is burnt or if serious damage is caused to his belongings due to flood, fire, theft or any other natural calamity such advance must be recovered in equal monthly installments beginning with the month in which a full months pay or leave salary is drawn after drawal of the advance.

Provided further the Managing Director in consultation with FA & Cao may waive of the condition of payment of interest on this advance in deserving cases.

15. On all questions of interpretation of these rules the decision of the Managing Director will be final .The Managing Director may also delegate to any officer of the Company or all of his powers under these rules.

16. The Board of Directors reserves to itself the right to modify/amend or cancel any or all of these rules.

ANNEXURE I.

SECURITY BOND IN RESPECT OF ADVANCE GRANTED TO TEMPORARY EMPLOYEES

Know all men by these presents that I _____ Son of _____ resident of _____ in the district _____ at present employee as permanent _____ in the _____ (hereinafter called the surety) am firmly bound unto the Jammu and Kashmir Tourism Development Corporation Limited (hereinafter called the Company) in the sum of Rs _____ (Rupees _____ only) to be paid to the Company with interest for which payment to be well and truly made, I hereby firmly by these presents.

As witness my hand this _____ day of _____ two thousand and _____.

Whereas son of _____ a resident of _____ in the District of _____ at present employed as a Temporary _____ in the (here in after called the Borrower) has, at his own request, been granted by the Company advance of Rs _____ (Rupees _____ only) for (here insert the nature and purposes of the advance)

And whereas the Borrower has undertaken to repay the said amount in _____ equal monthly instalments each month on the first day of the month with interest on the unpaid balance calculated at the rates specified in the rules of the Company.

And whereas in consideration of the Corporation having agreed to grant the aforesaid advance to the borrower the surety has agreed to execute the above bond such conditions as hereunder is written.

Now the condition of this obligation is such that if the said Borrower shall, while employed in the said _____ duly and regularly pay or cause to be paid to the Company the amount of the aforesaid advance owing to the Company by instalments until the said sum of Rs _____ (Rupees _____ only) with interest shall be duly paid, then this bond shall be void otherwise the same shall be and remain in full force and virtue but so nevertheless that if the Borrower shall die or become

insolvent or at any time cease to be in the service of the Company the whole or so much of the said principal sum of Rs _____ (Rupees _____ only) with interest on the unpaid balance as shall then remain unpaid shall immediately become due and payable to the Company and be recoverable from the surety in one instalment by virtue of this bond.

The obligation undertaken by the surety shall not be discharged off in any way effected by an extension or any other indulgence granted by the Company to the said Borrower, whether with or without the knowledge or consent of the surety.

The Borrower has agreed to bear the stamps duty, if any for this document.

Signed and delivered)
the said _____ }
at _____ }
this _____ }
day of _____ }

Signature of surety.

Present Address:

In the presence of : _____
and occupation of the witness 1) _____
2) _____

Note:- The stipulation^s regarding payment of interest may be deleted where-
ever non -interest bearing advances are granted to the employees.

ANNEXURE II.

APPLICATION FOR THE DRAWAL OF FESTIVAL ADVANCE .

To _____

(Through Proper Channel)

Sub:- Grant of _____ Festival Advance.

Ref:- Your circular NO _____ Dated _____

Sir,

With reference to your circular quoted above kindly grant me advance for _____ Festival. The required particulars are as follows:-

1. Name (in block letters) _____.
2. Designation _____.
3. Posting i.e. Section/Office in which working _____.
4. Date of joining in regular establishment _____.
5. Present basic pay _____.
6. Advance applied for _____.
7. If temporary/whether a member of C.P. Fund, if so give C.P Fund Account NO: _____.
8. Whether on contract /deputation if so period of contract/deputation with dates _____.
9. Name of surety (his designation and Department) if it is required to be furnished. Give further details with the signature to be furnished on a separate proforma appended below _____.

Certified that I have not drawn any either Festival Advance during the calendar year _____ The Festival advance taken by me during the year _____ has been fully recovered.

Signature of the Applicant.

The particulars mentioned in Col:1 to 9 have been verified and found correct.

Manager/Adm.Officer Incharge.

Details of surety mentioned in Col: 9 of the application form.

1. Name of surety (in block letters). _____
2. Desigantion. _____
3. Name of department /section/branch/Zone _____
4. Date of appointment in the plant/office/department _____
5. Present basic pay _____
6. If on contract , period of contract with dates. _____
7. if on deputation, the name of the department in central/ state Government in which hold lien, the period of deputation with dates _____

I hereby declare that the total amount for which I have stood surety for others and the amount of advance taken during 20_____ or to be taken during year _____ do not exceed the amount of my basic pay.

Signature of the surety.

The particulars mentioned in Col: 1 to 7 have been verified and found correct.

Manager/Adm.Officer Incharge.

ANNEXURE III

APPLICATION FOR THE GRANT OF ADVANCE FOR THE PURCHASE OF BI-CYCLE (PARTICULARS OF APPLICANT.)

1. Name (in block letters) _____.
2. Designation _____.
3. Home Address _____.
4. Posting i.e. Division/Office in which working _____.
5. Basic pay with scale of post held _____.
6. Date of appointment in the Corporation _____.
7. Date of appointment in the section /office/department (in Regular establishment) _____.
8. Whether on contract, if so, period of contract with dates _____.
6. Whether on deputation if so name of the Department of Central/State Government in which holds lien/post held substantively, period of deputation with dates.
10. Amount of advance applied for.

_____ (in figures)
_____ (in words).

I hereby certify that I have not drawn Cycle advance during the last three years.

Signature of the Applicant.

The particulars mentioned in Col:1 to 10 have been verified and found correct.

Manager/Officer Incharge.

PARTICULARS OF SURETY

1. Name of surety _____.
2. Designation and home address _____.
3. Office where working _____.
4. Date of appointment in the section/office/Department (in regular Establishment) _____.
5. Present Basic Pay _____.
6. If on contract, period of contract with dates _____.
7. If on deputation the name of the Department of Central/ State Government in which holds lien. The period of deputation with dates _____.

ANNEXURE IV.

JAMMU AND KASHMIR TOURIST DEVELOPMENT CORPORATION LIMITED.

Form of Hypothecation Bond with surety for Cycle Advance.

This agreement made this _____ day of the month _____ of the year _____ between _____ S/O _____ hereinafter _____ called the Borrower in the employment of the Jammu and Kashmir Tourism Development Corporation Ltd. and _____ S/O _____ resident of _____ (hereinafter called the surety for the Borrower) jointly and severally of the one part, which expression shall include all the heirs, executors and assigns of the Borrower and the surety, and the Jammu and Kashmir Tourism Development Corporation Limited (hereinafter called the company) of the other part.

Whereas the Borrower has applied and has been granted an advance of Rs _____ for the purpose of a bicycle in accordance with the rules of the Company presently in force or to be subsequently amended from time to time and where as one of the rules is that the Borrower will hypothecate the bicycle to the Company as security for the amount lent by the company and whereas the Borrower has purchased with or partly with the amount so lent as advance the bicycle the particulars of which are set out in the schedule annexed to this agreement.

Now, this Indenture witnesseth that in pursuance of the said agreement, and for the consideration aforesaid, the Borrower do thereby agree to pay the Company the sum of Rs _____ aforesaid on the installments of Rs _____ each month on the first day of the month with interest on the unpaid balance calculated at the rate specified in the rules of the Company and the Borrower, Both agree that such installment may be recovered by the Company by monthly deductions out of his salary in the manner provided in the said rules and in further pursuance of this agreement the Borrower Both hereby assign and hypothecate the said bicycle to the Company. The borrower doth hereby declare that he has paid in full the purchase price of the bicycle and that the same is his exclusive property and that he has not pledged or pawned the said bicycle and shall not pledge or pawn it so long as any money remains due to the company and the borrower shall, die, or leave the service of the company or in any other manner become unfit and unable to pay the company or if the borrower may sell or pledge or in any other manner part with the possession of the said bicycle or if the said bicycle is attached in the execution of any decree against the Borrower, the entire

unpaid together with all interest shall become payable and the company shall be entitled to recover the same from the Borrower and his surety jointly or severally and from their heirs and assigns and it is further agreed that in the event of the happening of the above said circumstances, the company shall be entitled to take possession of the bicycle and sell the said bicycle either by public auction or private contract and if the sale proceeds fall short of the dues of the company to realize the balance from the Borrower and his surety and the Borrower further agrees that so long as the entire amount of the company is not paid up, he shall not in any way cause any damage or permit the bicycle to be damaged in any way so long as this bond is not completely discharged and in the event of any accident of damage to the bicycle during the continuance of these presents shall cause them to be repaired and made good forthwith at his own expenses.

In witness whereof the said Borrower _____ and the
surety _____ hereunto set their hands this
_____ day of the month _____ of the
year above mentioned at _____.

Signature of the Borrower.

Witness 1 _____
Witness 2 _____

The schedule description of the bicycle with cost, marks etc.

ANNEXURE V.

APPLICATION FOR THE GRANT OF ADVANCE FOR THE PURCHASE OF MOTOR CAR/ MOTOR CYCLE/SCOOTER.

PARTICULARS OF APPLICANT.

1. Name (in block letter) _____
2. Designation _____
3. Posting i.e. Division/Section/Office in which working _____
4. Basic pay _____
5. Whether a deputationist, if so, name of the Department of Centre /Provisional in which holds lien post held substantively period of deputation with dates.
6. Date of appointment in the Department _____
7. Date of Birth _____
8. Conveyance proposed to be purchased i.e Motor/car/Motor Cycle/Scooter _____
9. Whether the applicant intends to purchase new or an old motor vehicle.
10. Amount of advance applied for (in words _____
(Figures _____))
11. No of installments in which proposed. _____
to be repaid (excluding instalment relating to interest).

Signature of the applicant.

Particulars of surety.

1. Name of surety.
2. Designation.
3. Date of appointment in the Department.
4. If on contract, period of contract with dates.
5. If on deputation ,the name of the Department of Central/ State Government in which holds lien the period of deputation with dates.
6. Date of Birth.

Signature of Surety.

CERTIFICATE:-

Certified that the purchase of Motor Car/Motor Cycle/Scooter by
Shri _____ Designation _____
Is necessary for the efficient discharge of his duties.

Head of the Office.

ANNEXURE VI.

FORM OF AGREEMENT TO BE EXECUTED AT THE TIME OF DRAWING
AN ADVANCE FOR THE PURCHASE OF MOTOR VEHICLE.

An agreement made on _____ day of _____ two thousand and _____ Between _____ (hereinafter called the Borrower which expression shall include his heirs, administrators, executors and legal representatives) of the one part and the Jammu and Kashmir Tourism Development Corporation Limited (hereinafter referred to as the Company which expression shall be deemed to include its successors and assigns) of the other part. Whereas the Borrower has under the provisions of the Jammu and Kashmir Tourism Development Corporation Ltd. Employees Advance (Grant and Recovery) Rules (hereinafter called the Rules). applied to the Company for a loan of Rs _____ for the purchase of a motor vehicle /and whereas the company has agreed to lend the said amount to the Borrower on the terms and conditions hereinafter contained, now it is hereby agreed between the parties that in consideration of the sum of Rs _____ paid by the Company to the Borrower hereby agrees with the company (I) to pay the Company the said amount with interest calculated according to the said amount with interest calculated according to the said Rules by monthly deductions from his salary as provided in the said Rules and hereby authorizes the company to make such deductions and (2) within one month from the dates of these presents to expend the full amount of the said loan in purchase of a motor vehicle or if the actual price paid is less than the loan to repay the difference to the Company forthwith and (3) to execute a document hypothecating the said motor vehicle to the Company as security for the amount lent to the Borrower as aforesaid and interest in the form provided by the said Rules and it is hereby lastly agreed and declared that if the Motor Vehicle has not been purchased and hypothecated as aforesaid within one month from the date of these presents or if the Borrower within that period becomes insolvent or quits the service of the Company or dies the whole amount of the loan and interests accrued thereon shall immediately become due and payable.

In witness whereof the Borrower and _____ for and on behalf of the Company have hereunto set their hands the day and year first before written.

Signed by the said _____
(name and designation of the Borrower).

in the presence of _____

Signature and designation
of Borrower.

Signature of witnesses.

Signed by (name and designation)

For and on behalf of the Company in the presence

Signature of witnesses.

Signature and the Officer.

ANNEXURE VII.
FORM OF MORTGAGE BOND FOR MOTOR VEHICLE
ADVANCE

This indenture made this _____ day of _____ two thousand _____ Between _____ (hereinafter called "the Borrower" which expression shall include his heirs, administrators, executors and legal representatives) of the one part and the Jammu and Kashmir Tourism Development Corporations Ltd. (hereinafter referred to as "the Corporation" which expression shall be deemed to include its successors and assigns) of the other part.

Whereas the Borrower has applied for and has been granted an advance of Rupees _____ to purchase of Motor Vehicle on the terms of the Jammu and Kashmir Tourism Development Corporation Limited. Advance (Grant and Recovery) Rules, and whereas one of the conditions upon which the said advance has been/ was granted to the Borrower is /was that the Borrower will/would hypothecate the said Motor vehicle to the Corporation as security for the amount so advanced as aforesaid the Motor vehicle particulars whereof are set out in the schedule hereunder written.

Now this indenture witnessed that in pursuance of the said agreement and for the consideration aforesaid the Borrower doth hereby covenant to pay to the Corporation the sum of Rs _____ aforesaid or the balance thereof remaining unpaid on the date of these presents by equal payments of Rs _____ each on the day on which pay is disbursed to him each month and will pay interest on the sum for the time being remaining during owing, calculated according to the said Rules and the Borrower doth agree that such payments may be recovered by monthly deduction from his salary in the manner provided by the said Rules, and in further pursuance of the agreement, and in further pursuance of the said agreement the Borrower doth hereby assign and transfer unto the Corporation that Motor Vehicle the particulars whereof are set out in the schedule hereunto written by way of security for the said advance and the interest thereon as required by the said Rules.

And the Borrower doth hereby agree and declare that he has paid in full the purchase price of the said Motor Vehicle and that the same is his absolute property and that he has not pledged and so long as any money remains payable to the Corporation in respect of the said advance will not sell, pledge or part with the property or possession of the said Motor Vehicle. Provided always and it is hereby agreed and declared that, if any, of the said installments or principal or interest shall not be paid or recovered in the manner aforesaid within ten days after the same are due or if the Borrower shall at any time cease to be in the Corporation's service or if the Borrower shall sell or pledge or part with the property in or possession of the said Motor vehicle or become insolvent or make any composition or arrangement with

his creditors or, if any person shall take proceedings in execution of decree or judgment against the Borrower the whole of the said principal sum which shall then be remaining due and unpaid together with interest thereon calculated as aforesaid shall forthwith become payable and it is hereby agreed and declared that the Corporation may in the happening of any of the events hereinbefore mentioned seized and take possession of the said Motor vehicle and either remain in possession thereof without removing the same or else may remove and sell the said Motor Vehicle either by public auction or private contract and may out of the sale moneys retain the balance of the said advance then remaining unpaid and any interest due thereon calculated as aforesaid and all costs, charges, expenses and payments properly incurred or made in maintaining, defending or realizing its rights hereunder and shall pay over the surplus, if any, to the Borrower his executors, administrators or personal representatives provided further that the aforesaid power of taking possession of selling of the said Motor Vehicle shall not prejudice the right of the Corporation to sue the Borrower or his personal representatives for the said balance remaining due or and interest or in the case of the Motor Vehicle being sold the amount by which the net sale proceed fall short of the amount owing and the Borrower hereby further agrees that so long as any moneys are remaining due and owing to the Corporation ,i.e. (the borrower) will insure and keep insured the said Motors Vehicle against loss or damage by fire , theft or accident with an Insurance Company to be approved by the Corporation and will produce evidence to the satisfaction of the Corporation that the Motors Insurance Company with whom the said Motor Vehicle is insured have received notice that the Corporation is interested in the policy and the Borrower hereby further agrees that he will not permit or suffer the said Motor Vehicle to be destroyed or injured or to deteriorate in a greater degree than it would deteriorate by reasonable wear and tear thereof and further that in the event of any damage or accident happening to the said Motor Vehicle Borrower will forthwith have the same repaired and made good at his own expense.

In witness whereof the said the Borrower _____ has hereunto set his hand this _____ day of the month _____ of the year _____ above mentioned at _____.

Witness I

Witness II.

Signature of Borrower.

J&K TOURISM DEVELOPMENT CORPORATION LIMITED
TOURIST RECEPTION CENTRE, SRINAGAR

Subject: - Amendments to the J&K Tourism Dev. Corporation
Employment Service Rule.

Reference: - Decision taken to the Board of Directors at their 42nd
Meeting.

Order No: - 403 DMD/TDC / of 1983
Dated: - 28-12-1983.

In exercise of the powers conferred under Article 66(15) of the Articles of Association of the J&K Tourism Development Corporation Ltd. the Board of Directors, with the sanction of the Governor received under Secretary to Govt. Tourism Department 's letter NO:- EST/196-TSM/74 dated:- 07-11-1983, has ordered the following amendments in the J&K Tourism Development Corporation Ltd. Employment service Rules from the date the approval was accorded by the Governor:-

40-A, Stagnation personal pay:-

The provisions of J&K Civil Service Regulations relating to stagnation personal pay shall mutatis mutandis apply to the Employees of the Corporation.

Chapter IV (44) (i):-

The increments to an Employee on probation shall be allowed after satisfactory completion of probation period.

Chapter VIII(Leave Rules):-

Rules 77 to 109 under Chapter VIII(Leave Rules) shall be deleted and the following shall be inserted:-

“ The Leave Rules” applicable to Govt. Employees under J&K Civil Service Regulations shall mutatis mutandis is apply to the Employees of the Corporation”.

(2)

Chapter X (TA Rules):-

Rule 117 to 139 of J&K Tourism Development Corporation Employment Service Rules under Chapter X shall be deleted and instead the following shall be inserted:-

“The T.A. Rules applicable under the J&K Civil Service Regulations shall mutatis mutandis apply to the Employees of the Corporation.

S/D
(Mohinddin Shah)
Managing Director.

NO: - JKTDC/MD/4610-23.

Copy to:-

1. The Secretary to Govt. Tourism Department, Jammu
2. The Dy. Managing Director .JKTDC Ltd. Sgr.
- 3, The Financial Advisor & Chief Accounts Officer JKTDC, Ltd.
4. The Executive Engineers, JKTDC, Ltd.
5. The Manager Jammu.
6. Order File.
7. Follow up action file 42nd meeting of Board of Directors.
8. Relevant file.